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KING'S BENCH DIVISION.—QUEEN'S BENCH DIVISION.

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SOLICITORS' CASES.

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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

MR. JUSTICE FARWELL has succeeded to Lord Justice STIRLING'S chambers and list; and Mr. Justice JOYCE will take over Mr. Justice FARWELL'S list.

AN ORDER for the transfer of twenty witness actions from Mr. Justice BYRNE and Mr. Justice FARWELL to Mr. Justice BUCKLEY is in course of preparation.

ATTENTION SHOULD be directed to the letter from the Estate Duty Department to the secretary of the Incorporated Law Society, which we print elsewhere, stating that revised forms of Inland Revenue Affidavit in connection with the Finance Act of this year have been issued, and that all earlier prints of the form of affidavit have been withdrawn from circulation.

WE HAVE been favoured with a written official copy of an order, made on Monday last, under the Lunacy Act, 1890, annulling rule 17 of the Rules in Lunacy, 1892, and substituting other provisions in its place. The rule, which will be found elsewhere, came into operation on Thursday last. It requires applications for vesting orders to be made (unless otherwise directed) by summons, instead of, as hitherto, by petition. We are quite certain that this change in the practice will meet with the cordial approval of the profession. Nothing but confusion resulted from the necessity of carrying on, for instance, two distinct sets of proceedings—one by petition, the other by summons—for the purpose of bringing cases under the summary jurisdiction created by section 116 of the Lunacy Act, 1890. The new rule ought to effect a considerable saving of trouble and expense.

WE ALL KNOW that the success of the Land Registry system is, in great measure, to be judged by the number of absolute titles which are registered. It was contemplated, and stated as an

inducement in the advertisements which were issued by the office when compulsion first came into operation, that when the purchaser of land found he had to register his title, he would see the advantage of obtaining an absolute title, in place of a possessory title, which was not likely to be of any practical service to him for many years. We believe it will be found that these anticipations have been falsified. There is a very easy mode of proving this, by reference to the advertisement columns of the *Times*, in which such applications are advertised. We have during the last week come across ONE advertisement of such an application, and this is in respect of leasehold land in London. It seems to us that we may, with practical advantage, hereafter chronicle from time to time the occurrence of similar phenomena.

THE COURT of Appeal made a very important statement on Tuesday last with regard to affidavits. It will be remembered that ord. 38, r. 3, enacts that "affidavits shall be confined to such facts as the witness is able of his own knowledge to prove, except on interlocutory motions, on which statements as to his belief, *with the grounds thereof*, may be admitted." We believe there has grown up a general custom of ignoring the phrase which we have put into italics in drawing up interlocutory affidavits. Thus in the new edition of the "Annual Practice" (1901) we are told in a note that "although in practice the grounds of the witness's information and belief are frequently not stated, nevertheless, a party against whom such an affidavit is made is entitled to take the objection, and if the objection is one of substance, the court is bound to pay regard to it." This practice will in future need revision, for in the case of *Re J. L. Young Manufacturing Co.*, *Young* v. *Manufacturing Co.*, decided before the Lord Chief Justice, and RIGBY and VAUGHAN WILLIAMS, LJJ., on Tuesday last, the court laid it down in definite terms that they considered this laxity improper. Indeed, if we understood them rightly, they even went so far as to intimate that in future they would make those who were responsible for drawing interlocutory affidavits containing the omission complained of personally liable for the cost. It is clear, then, that in future interlocutory affidavits containing statements as to the deponent's belief will have to state the grounds of such belief with as much precision as possible.

A SENSE of profound but quiet satisfaction in all quarters has welcomed the promotion of Lord Justice STIRLING to the Court of Appeal. This is not only because he is personally popular as the most courteous, gentle, and painstaking of the Chancery judges, but even more because his great learning and historical knowledge of law qualify him admirably to strengthen the Court of Appeal, especially on its equity side, where these qualities are much needed, and where they will not be lost in the rough-and-tumble work of witness actions and summonses, for which the learned judge was never well equipped either by nature or training. For many years a reporter, and always a junior with a leisurely practice and without any of the instincts of a fighting advocate, he had neither the strong hand nor the strong manner nor the wish to repress counsel (as is now the fashion), and so to earn a doubtful reputation by knocking off his lists of causes. On the contrary, a leisurely pace, the outcome of conscientiousness and courtesy, was the only fault which could be attributed to him as a judge; and this slowness was the reputed reason why, on the last vacancy, Mr. Justice ROMER was preferred before him. That was a mistake; it deprived the court of first instance of a judge made in every point for the post, and it delayed the promotion to the higher court of another who appears to be no less moulded expressly for its work. However, the mistake has now been rectified, and the Court of Appeal has the satisfaction of possessing in its junior members two judges admirably adapted to correct the shortcomings of each other.

THE VACANCY caused by Lord Justice STIRLING'S promotion is filled by the appointment of Mr. MATTHEW INGLE JOYCE, a selection long awaited and from which much is expected. He has had a similar training as Junior Counsel to the Treasury, without the leisureliness acquired in reporting, and starts with very different natural qualities. Intellectually a pugilist, he has loved a fight for the sake of a fight, has personified the traditions of the Treasury officials, and is at times argumentative apparently to the verge of cantankerousness, an appearance which may partly be attributed to a grating and unsympathetic voice. He is, however, a thoroughly sound lawyer, quick at seeing a point and concise in stating it. He will probably deal vigorously and effectively with all branches of his paper, and, if he can follow the example of the late Lord Chief Justice in rising to the dignity of the judicial bench, and polishing and softening his manners accordingly, he should make a good judge. At any rate he bears no malice, and if there should be occasional friction with the bar at first, we are satisfied that it will soon disappear. In meteorological language we might venture a safe forecast: "Cloudy early, possibly squalls; later, fine and clear, with a good sailing breeze." We would also offer our congratulations to Mr. Justice JOYCE'S successor as Junior Counsel to the Treasury, Mr. ROBERT JOHN PARKER, the third Cambridge man in this series of promotions, formerly a Fellow of King's College, and a pupil of the new judge, and long since marked out as a possible successor by a wide *consensus* of opinion. We only regret that he is for the moment laid up by a temporary indisposition. It is seldom that we have to record three consecutive appointments without any adverse criticism; and of all three we would say in all heartiness and confidence "*Floreant.*"

THE PRINCIPLE of separate banking accounts for a solicitor's own moneys and for the moneys of his clients, which was advocated in the report of the Special Committee of the Incorporated Law Society last June, has found an ardent and able advocate in Mr. WILLIAM GODDEN. His paper on the subject contributed to the Weymouth meeting is an exhaustive statement of the merits of the system, and also a general exposition of the system on which the accounts of a solicitor's office should be kept. It is obvious that one substantial reason makes in favour of the separation of the accounts. While the moneys are mixed, there is the possibility of any particular drawing upon the banking account for the solicitor's own purposes being in fact a drawing upon the money of clients. When the accounts are separate, such a drawing, save with the full knowledge of the solicitor, becomes impossible. This reason seems conclusive in support of the separation of accounts unless there are practical difficulties of book-keeping which forbid it. Mr. GODDEN meets this objection clearly enough from the results of actual experience. "The plan," he says, "has been in operation in many and in large and leading businesses for many years, and the solicitors who use it say that the comfort and assurance it gives cannot be exaggerated." It is, he adds, in use in some of the largest practices in London; and is now being introduced in other cases without any difficulty or inconvenience whatever. To a certain extent, no doubt, the system increases the labour of book keeping, and to be at all accurate, it requires accounts for costs to be kept very closely written up. The latter point, however, is an advantage, and the writing up of accounts is essential if the financial state of the business is ascertained, as it should be, at frequent intervals. Upon this and other matters Mr. GODDEN'S paper contains many valuable suggestions quite apart from the topic which is its main theme. And, as he points out, on whatever system a solicitor may choose to keep his own accounts, there is no doubt that he should be generally proficient in the understanding of accounts, since matters on which he is called to advise often make such understanding essential.

IT HAS BEEN impossible of late to read a newspaper without coming upon an account of some act of "Hooliganism," as certain forms of street ruffianism have come to be styled. Some remedy for this state of things is urgently demanded, but it is very difficult to suggest any sort of cure that is likely to be adopted. It seems hopeless to advocate the flogging of adults for crimes of violence. There are few counties in England the grand juries of which have not recommended that powers of flogging should be increased, and probably a large majority of Members of Parliament are of the same opinion. As long, however, as a considerable minority are deter-

mined to resist to the utmost any change of the law in this direction, and as long as so many judges refuse to pass any sentence of corporal punishment in cases where they now have power to do so, it is most unlikely that the recommendations of the grand juries will be followed. This being so, it remains to seek a remedy in some other direction. Imprisonment has but few terrors for the rough, but he can understand the effect of violence upon his own person. Would it not be well, then (at any rate in certain localities), to arm the police? If a policeman had a revolver in his pocket we should hear of few cases of rescue and of violence to the officer. He would probably hardly ever have to use his weapon, but as soon as it became generally known amongst the rough classes that he had the weapon, and would use it if necessary, such knowledge alone would be sufficient to put down violence. This has been the experience (we believe) of the great towns of Australia, and there seems to be no reason why the same plan should not be efficacious in London. Again, a great deal of the street disorder is caused by quite young boys. Unless tamed, they become in time the formidable young "Hooligans" who maim policemen and rob the defenceless. The magistrate they care little for. If, however, the superior officers of police were given power to birch boys summarily who were caught creating disorder, the condition of the streets would probably soon improve. Such power might be given quite safely to certain inspectors of police under proper restrictions. Before birching a boy an inspector should be obliged to notify his intention so to do to the parent of the boy, if he could be found, and the parent should have the right then to insist upon the boy being taken before a magistrate. This right would probably be seldom exercised by the parents of our worst boys. Such parents are usually shy of going voluntarily to police stations or before magistrates. The instrument of punishment should be carefully selected, and the number of strokes regulated. And if any unjustifiable severity were used by an officer, serious notice should be taken of the fact. If young boys were taught by some such plan that order must be kept in the streets, much of the teaching would probably be remembered when they grew too old to be birched.

THE GREATEST ingenuity is constantly being shewn by the proprietors of "sporting" papers, and by others of the same fraternity, in attempts to keep within the law and at the same time to carry on what are lotteries in fact if not in law. The decision of the High Court in the case of *Stoddart* v. *Sagar* (44 W. R. 287; 1895, 2 Q. B. 474) was a great success for these ingenious persons. In that case it was proved that the defendant published a newspaper in which were a series of numbered coupons. The coupons were intended to be cut out and filled up with the names of those horses which the purchaser of the paper guessed would be placed on a certain race. One coupon might be filled up and sent in for competition free of charge, but a penny had to be paid for every coupon sent in except No. 1. A considerable prize in money was offered to the person who sent in a coupon which proved to be correct. Under these circumstances proceedings were taken in a court of summary jurisdiction under the Acts for the suppression of lotteries, and also under section 1 of the Betting Act, 1853, "for that the defendant did unlawfully open, keep, and use" the office where the newspaper was published "for the purpose of money being received on behalf of the occupier as and for the consideration for an assurance and undertaking to pay thereafter money on events and contingencies relating to horse-races." The High Court, on appeal, held that the transaction did not amount to a lottery, and as, without doubt, there is room for the exercise of a certain amount of skill, knowledge, and judgment in selecting probable winners, so that the event does not depend upon chance alone, the court was probably right in law. In fact, however, as was proved by the evidence of competitors, the filling up of these coupons is governed by pure guess-work; and the probability is that few of the competitors bring any skill or knowledge whatever to bear upon the matter. The court further held that the defendant was not liable to conviction under the Betting Act, and here the judges' reasons are very hard to understand. Each of the judges seems to base his decision upon the fact that the transaction did not amount to betting. It is very hard to define precisely what a bet is; but, granting that the transaction did not amount to betting, how does that justify the decision? The first part of section 1 relates to the keeping of any "house, office, room, or other place" for the purpose of "betting with persons resorting thereto." The second part of the section, however, on which the information was framed, does not use the word "bet" at all; it is aimed at using an office for the purpose of receiving money as the consideration for a promise to pay money on a contingency relating to a horse-race. Apart from this decision, it would seem that the transaction was plainly within this part of the section. The pennies were received at the office of the newspaper, which in fact seemed to exist chiefly for the purpose of attracting these pennies; the coupons were filled in with the names of horses which were expected to run in a certain race; on the contingency of the horses named being successful, the occupier of the office promised to pay a sum of money to the competitor. The facts and the words of the statute appear to fit one another with considerable exactness. No wonder, therefore, that the decision has been regarded as unsatisfactory. This week at the Old Bailey the same defendant was called upon to answer an indictment framed upon the same words of the Betting Act, and founded upon facts which were to all intents and purposes identical with those in *Stoddart* v. *Sagar*. The judge refused to follow the reported case and expressed his inability to understand it. The facts, therefore, being undisputed, and the defence resting upon the decision, the judge directed a conviction, and agreed to state a case.

AN INTERESTING point upon the right of a mortgagor to delivery of the deeds upon tender of the mortgage-money, was decided by PHILLIMORE, J., this week, in *Corbett* v. *National Provident Institution* (*Times*, 1st November). Prior to 1882, the defendants had made advances up to £20,000 to a testator who died in that year. Three other mortgages had been effected, and of these the defendants had notice. In February last, the solicitor who was acting for the plaintiffs, the trustees under the will of the mortgagor, paid off the £20,000, and asked for the deeds. At that time it seems that the puisné mortgagees had been in fact paid off, but the first mortgagees had had no notice of such payment, and when they asked plaintiffs' solicitor for information, he appears to have declined to give it, and to have relied upon their title to the deeds on payment of the mortgage-money. But, as the case of *West London Commercial Bank* v. *Reliance Building Society* (29 Ch. D. 954) shews, a mortgagee who has had notice of a second mortgage, and then deals with the property or the proceeds of sale behind the back of the second mortgagee, places himself in a very perilous position. In that case the mortgagees, who had concurred in a sale by the mortgagor, paid over to him the balance of the purchase-money after satisfying their own mortgage, and it was held that they were liable to the second mortgagee to the extent of this balance. The case of handing over the proceeds of sale is perhaps easier to deal with than that of reconveyance. With regard to this, it was said by Lord HATHERLEY, C., in *Pearce* v. *Morris* (L. R. 5 Ch., p. 229), that "any person interested in the equity of redemption is entitled to redeem, and when, being so entitled, he tenders the mortgage-money and interest, he, having a part in the equity of redemption, is entitled to a delivery of the title deeds, and to have a conveyance of the property"; though Lord HATHERLEY proceeded to point out that the conveyance should be subject to the rights of other persons interested in the equity of redemption. Had the plaintiffs in the present case asked for a reconveyance in this special form, PHILLIMORE, J., appears to have considered that they would have been entitled to it, and that at the same time they could have required the deeds to be handed over. But what they wanted was the immediate delivery of the deeds and a reconveyance later, and such delivery the learned judge declined to order. The mortgagees, having been already paid off, were trustees for all the parties interested in the equity of redemption, and were entitled to retain the deeds until proof that the puisné mortgagees had been satisfied, or until a conveyance specially protecting their rights was executed. The result, however, is by no means free from difficulty.

IN READING the judgment of RIGBY, L.J., in the case of *Davies* v. *Thomas* in the October part of the Chancery Law

Reports (1900, 2 Ch. 471) we have come across the sentence—"I am satisfied that this court never intended to lay down an *Alsatian* rule that if the Court of Lunacy once gets hold of the property of a lunatic it will ignore the right of third persons, and treat the lunatic as solely entitled to it." As we were not familiar with the word "Alsatian" as used in this expression, we have taken the trouble to look it up; and we think it worth our while to lay the result before our readers, some of whom may possibly be no better informed than we were. We learn from Wharton's Law Lexicon that Alsatia was formerly a cant name for the district of Whitefriars, where certain privileges of sanctuary existed and were continued for a time even after the Reformation. The spot naturally became a place of refuge for bad characters, and the privileges were abolished in the year 1623, by the Act 21 Jac. 1. c. 28, s. 7, which enacted that "no sanctuary or privilege of sanctuary shall hereafter be admitted or allowed in any case." We suspect, however, that we have not quite arrived at the root of the matter, and we should like to know how it came to pass that the name Alsatia was applied to Whitefriars. Perhaps some one can enlighten us.

THE EXTRAORDINARY case of *Hunt* v. *Luck*, which has been before Mr. Justice FARWELL this week, and in which the points at issue were (i.) whether the signatures to two deeds were forged, and (ii.) whether the person executing the two deeds was of sound mind, is of some legal interest. There was the usual conflict between experts in handwriting as to the genuineness of the signatures; and the evidence of Mr. GURRIN, who seems to have succeeded to the position of CHARLES CHABOT, carried the day in favour of the contested documents. On the point as to insanity, the learned judge was satisfied by a strong body of positive evidence of the alleged insane person's business competency. It is no easy matter nowadays, since such decisions as those in *Jenkins* v. *Morris* (1880, 14 Ch. D. 674) and *Imperial Loan Co.* v. *Stone* (1892, 1 Q. B. 599) have been given, to upset any formal instrument or contract on the ground of insanity.

THE METROPOLITAN BOROUGHS.

THIS month will mark an epoch in the history of London local government. Upon the 9th of November the London Government Act, 1899, which has been on the statute book for more than a year, will come into actual operation. It would not be difficult to criticize the details of that measure: it incorporates or applies a host of earlier enactments—a method of legislation which always tends to incoherence; in many respects it is a mere framework, and the interstices are left to be filled in by the Orders in Council and schemes which have enjoyed the attention of the Commissioners under the Act for the past twelve months and still continue to occupy them; these when completed will form a mass of legislation of no small importance; in some parts of the Act the draftsmanship leaves much to be desired, and the language is (perhaps intentionally) of the vaguest. But, notwithstanding its defects, it is not too much to say of this measure that it is one of the most important pieces of constructive legislation of the present century; it has even been claimed for it that it has converted chaos into something like order. Had the form of local government established by the Metropolis Management Act, 1855, stood alone, it could not have been properly described as chaotic. Nothing could have been more orderly (on paper at all events) than the system of elective vestries for parishes, district boards for combinations of parishes, and over all the Metropolitan Board of Works; to find the defects of the system it is necessary to look below the surface. The unwieldy size of these administrative bodies diminished their effectiveness, the absence (in the case of the district boards and the metropolitan board) of direct control by the electorate rendered them irresponsible and beyond the reach of public opinion, and their powers as to sanitary matters were inferior to those possessed by the governing bodies of many unimportant areas in the provinces.

Much was done by subsequent legislation to amend these defects; it is unnecessary to mention, amongst the amending Acts, more than the Public Health (London) Act, 1891, and the Local Government Acts of 1888 and 1894. But perhaps the gravest defect of London local government was one for which the framers of the Act of 1855 were not themselves responsible, though had they taken a bolder line they might have done much to cure it. This defect arose out of the multiplicity of local authorities. The Act of 1855 found in existence a host of bodies with more or less ill-defined areas of jurisdiction—lighting and paving commissioners, governors and directors and trustees of the poor, local guardians, and others, most of them constituted under local Acts of the early years of the present, or the closing years of the past, century. These local Acts were left unrepealed except so far as inconsistent with the Act of 1855. Of the bodies constituted under them, those which had charge of the street and sanitary matters were practically superseded by that Act, as those which existed for poor law purposes were afterwards superseded by the boards of guardians under the Metropolitan Poor Act, 1867. But they were not wholly disestablished; many of them exist at the present moment for the sole purpose of making rates at the dictation of the vestries. There have thus remained side by side with the Act of 1855 and the authorities created by it a large volume of legislation the force and effectiveness of which was continually being called in question, and a large number of local bodies whose continued existence served no useful purpose whatsoever.

Distinct from these useless and moribund authorities are those having important duties to perform, but duties which might easily have been cast upon the principal authorities under the Act of 1855. Prominent among these are the authorities under what are sometimes called the adoptive Acts—burial boards, baths and washhouses commissioners, and public library commissioners; some of these the Act of 1855 found in existence, others (including all the library authorities) are the creation of later statutes. Multiplicity of authorities involves multiplicity of rates and precepts, conflicts of jurisdiction, inefficiency and costliness of administration: it also tends to diminish public interest in municipal affairs from the sheer inability of the "man in the street" to understand the institutions under which he lives and which have so much to do with his personal comfort.

The London Government Act by itself, or by the orders and schemes under it, will do much to remove this fault of multiplicity. The obsolete and useless parts (practically the whole) of the local Acts will disappear from the statute book; this of itself is no mean task, for it is not uncommon for a London parish to be affected by a round dozen of these enactments. Twenty-eight borough councils will take the place of twenty-nine administrative vestries, twelve district boards, one local board (Woolwich), and over forty authorities under the adoptive Acts. The members of the vestries and district boards alone reached the total of 4,732, and if the members of the local boards of governors and directors and similar bodies and of the authorities under the adoptive Acts are added, this total would be largely increased. The borough councils will be composed of 1,362 councillors and 227 aldermen with twenty-eight mayors who may or may not be chosen from members of the councils. Many of the vestries had 120 members; the maximum number of members of a borough council will be seventy—viz., sixty councillors and ten aldermen; twelve of the councils will have this maximum number, three will have the minimum—thirty councillors and five aldermen, the remainder range between these limits. These are numbers which should conduce to greater practical efficiency than the unwieldy bodies which are superseded could hope to attain.

The new councils will act as overseers and make and collect all the local rates; here again the change should produce economy and efficiency. The powers of the vestries and district boards will pass to their successors, and there will be added to them certain of the powers of the London County Council under the London Building Act, 1894, the Housing of the Working Classes Act, and other statutes, and as to the maintenance of main roads. They will also possess a limited power of promoting Bills in Parliament, a power which needs to be sparingly exercised but has not on the whole been abused by the provincial municipalities who have long since enjoyed it.

One object of the framers of the Act no doubt was to confer on these important metropolitan areas at least as much municipal dignity as is possessed by less important areas in the provinces. The present elections should shew whether the new system is likely to awaken Londoners to a greater interest in municipal affairs and to attract useful men to take an active part in them. If this should be the result the Act will have a most beneficial effect.

THE PRACTICAL WORKING OF THE COMPANIES ACT, 1900.

I.

THE Companies Act, 1900, comes into operation on the 1st of January next, and it will be important by that date to appreciate its probable effect in the management of existing companies and the commencement and management of future companies. An attempt in this direction will be made in this and the following articles, and as a preliminary we shall give in the present article an outline of the more important provisions of the Act, leaving the details of the Act and its relation to the former statutes to be dealt with in the succeeding articles. The topics which thus call for immediate notice are the appointment and qualification of directors, allotment, the prospectus, the statutory meeting, registration of mortgages and charges, and audit.

Appointment and Qualification of Directors.—Section 2 imposes an important restriction on the appointment or advertisement of directors, but it is confined to the case of companies registered after the 1st of January, 1900, which invite public subscriptions. Before a director can be appointed by the articles of association or named as a director in a prospectus, two conditions must be complied with. He or his agent authorized in writing must (i.) have signed and filed with the registrar a consent in writing to act as director, and (ii.) he must either have signed the memorandum of association for the amount of his qualification, or signed and filed with the registrar a contract to take from the company and pay for his qualification shares. But the Act does not require that there shall be any qualification for a director. This is still a matter of internal arrangement, and, if no share qualification is imposed, the second condition does not apply. The section, so far as consent goes, is enforced by requiring the applicant for registration to deliver to the registrar a list of the persons who have consented to become directors, and, if it contains the name of a person who has not consented, the applicant is liable to a penalty of £50. In the case, therefore, of future companies which go to the public, there appears to be ample provision that all the advertised directors shall have formally consented to act, and shall have bound themselves to take their qualification shares (if any) from the company. Section 3 reinforces the duty of a director to obtain his qualification shares (if any) by a provision which is applicable to all companies alike. The shares must be acquired within two months of appointment, or the director will vacate his office and will be liable to a penalty of £5 a day if he continues to act as director.

Allotment.—The provisions of the Act as to allotment of shares apply (except section 7 as to the issue of fully-paid shares) only to companies which invite public subscription. In such cases the memorandum or articles of association *and* the prospectus will, in future, have to name the minimum subscription on which the directors will go to allotment; if no minimum is named, the whole amount of share capital offered for subscription will be treated as the minimum (section 4). In either case no allotment can be made unless the minimum amount has been subscribed and the amount payable on application has been paid to the company. The minimum subscription is to be reckoned exclusively of shares paid for otherwise than in cash, and the amount payable on application must not be less than 5 per cent. of the nominal value of the shares. The section (save as to this last requirement) only applies to a first allotment, and its provision cannot be waived. If the directors do not go to allotment, they must, at their own risk, within forty days after the first issue of the prospectus, return all moneys received for shares, but they will not be liable in respect of money which has been lost, where the loss is not due to their misconduct or negligence. An irregular allotment will not be void, but only voidable at the instance of a subscriber, and for this purpose application must be made within one month after the statutory meeting. But avoidance is not the only remedy. If any director has knowingly contravened the provisions as to allotment, he will be liable to compensate the company and the allottee for any resulting damage, proceedings for this purpose being limited to two years from the date of allotment (section 5). It may be noticed that the section does not require any further express evidence of the *bona fides* of subscriptions, except the payment of the five per cent. on application, and it may still be possible for a promoter to secure allotment by sending in applications in the names of nominees. Against this possibility directors will have to be on their guard.

After the conditions as to allotment have been complied with, and the directors have gone to allotment, it will be necessary further to consider whether they are entitled to commence business or exercise any borrowing powers (section 6). For this purpose, in addition to an allotment in accordance with section 5, it will be necessary for every director to pay to the company on all the shares which he has taken or contracted to take, and which are payable in cash, the amount which would be payable on application and allotment by an ordinary subscriber, and a statutory declaration must be filed with the registrar that these conditions have been complied with; though the section is not to prevent the simultaneous offer for subscription of shares and debentures. The most important provision, perhaps, of section 6 is contained in sub-section 3, by which all contracts made by a company before the date at which it is entitled to commence business are provisional only, though immediately on that date they become binding. It is to be noticed, however, that if the company is debarred by the statutory requirements from coming into active existence, it is practically necessary that all contracts shall be off, and the condition making them provisional is no more than a recognition of this necessity.

A brief notice will at this stage suffice for section 7, which replaces section 25 of the Companies Act, 1867, and provides for the filing within one month with the registrar of a return of allotments shewing the amount paid or payable on each share, and also—for the purpose, apparently, of the stamp duty which was so profitable a source of revenue under section 25—of contracts in writing with respect to shares payable otherwise than in cash. Compliance with the section is enforced by a penalty of £50 *per diem* on the officers of the company. The group of sections relating to allotment also contains a new provision (section 8) authorizing the payment of commission for underwriting shares, or for procuring subscriptions, in cases where application is made to the public, provided the payment of the commission and the amount or rate per cent. are authorized by the articles of association, and are disclosed in the prospectus; but payment by commission otherwise, whether directly or indirectly, is expressly prohibited, with a saving, however, in favour of such brokerage as it has been heretofore lawful for a company to pay.

The Prospectus.—The new Act will make itself specially felt in the drafting of prospectuses, and the list of items which it will be essential to set down will materiay alter the form of these documents. A prospectus, it is to be observed, includes any notice or invitation offering for public subscription either shares or debentures. Every prospectus must be dated, and a copy, signed by every person named therein as a director (or by his agent authorized in writing), must be filed with the registrar on or before the date of publication. It is unnecessary at present to set out the contents of the prospectus as prescribed in detail in section 10, but it may be observed that it must specify the founders or management share (if any), the directors' qualification (if any), the minimum subscription for allotment, the shares and debentures to be issued as paid up, in whole or part, the amount payable to vendors in cases where the purchase has not been completed before the date of the prospectus, distinguishing the amount payable for goodwill, and the dates of and parties to every material contract, not being a contract entered into in the ordinary course of the business of the company. The section contains further provisions defining the persons who are to be deemed vendors, with the object for giving the public full information as to the terms of sale to the company, whenever the sale depends on the result of the issue. The section cannot be

avoided by a waiver clause, but a director can avoid liability for non-compliance by proving (i.) that, as regards any matter not disclosed, he was not cognizant of it, or (ii.) that the non-compliance arose from an honest mistake of fact on his part.

The Statutory Meeting.—It is one of the leading objects of the new Act to make the statutory meeting a reality, and to give the subscribers at that stage in the company's history an opportunity of discussing its prospects and passing any resolution which may be deemed advisable. The statutory meeting is to be held not less than one month, and not more than three months, from the date at which the company is entitled to commence business, and seven days before it is held the directors must forward to every member a report, certified by not less than two directors, or by the sole director and manager (section 12). The report will shew the details of allotment, and the consideration for which shares have been issued; and it will contain an abstract of the receipts and payments of the company to date, an account or estimate of the preliminary expenses, and the particulars of any contract which it is proposed to modify. It is to be observed that where a contract has been referred to in the prospectus, it cannot be modified except with the approval of the statutory meeting (section 11). The report, in respect of cash statements, must be certified by the company's auditors (if any), and must be filed with the registrar. A list of shareholders must be available for the use of members during the statutory meeting, and the members will be at liberty to discuss any matter relating to the formation of the company, or arising out of the report, whether previous notice has been given or not, but this liberty is confined to discussion. For any resolution to be passed, notice must have been given in accordance with the articles of association, or, if notice has not been given, the meeting must be adjourned and the necessary notice given for the adjourned meeting. For failure in filing the report or holding the statutory meeting shareholders will have a remedy by petition to wind up the company, and the court may then impose costs on the persons in default, and either direct the company to be wound up or give directions for the report being filed and the meeting held.

Registration of Mortgages.—Section 14 provides for the registration (by filing with the registrar) of (*a*) a mortgage or charge for the purpose of securing debentures; (*b*) a mortgage or charge on uncalled capital; (*c*) a mortgage or charge created by an instrument which in the case of an individual would be a bill of sale; and (*d*) a floating charge on the undertaking or property of the company. The registration must be effected within 21 days after the creation of the mortgage or charge, or it will be void, so far as it confers any security on the company's property or undertaking, against the liquidator and any creditor of the company. Special provision is made by sub-section 4 with regard to the registration of a series of debentures. But by section 15 power is given for a judge of the High Court to grant relief against any omission to register or any mistake in registration, if satisfied that such omission or mistake was accidental or due to inadvertence or to some other sufficient cause, or that the position of creditors or shareholders will not be prejudiced, or that on other grounds it is just and equitable to grant relief. Failure to comply with the requirements as to registration may be punished by a fine on the company and the officers in default of £100.

Audit.—The Act does not require the publication of balance sheets, but it insists on the appointment of auditors; and if this is not done at the annual general meeting in every year, any member may obtain an appointment by the Board of Trade. A director or officer of the company will not be capable of being appointed auditor. The auditors will have a right of access at all times to the books and accounts and vouchers of the company, and will be entitled to require from the directors and officers all information and explanation necessary for the performance of their duties.

The Lord Chancellor, speaking at the annual oyster feast at Colchester last week, said that one of the topics to which attention had been called was the length of speeches, and he should like to tell a little anecdote upon the subject. A learned judge of assize was asked by the high sheriff's chaplain how long he liked a sermon to be. The judge replied that he thought ten or fifteen minutes was a good length for a sermon, "with a leaning on the side of mercy."

EVIDENCE OF HANDWRITING.

THERE is sometimes a disposition to disparage the too confident use of the evidence of experts in matters of handwriting, but such evidence is none the less an important factor in deciding cases where handwriting is in dispute, or where identification of an accused person depends on writing, and a great deal of interesting information on the subject has been collected by Mr. AMES, who practices as an expert in handwriting in America, in his recently published work on Forgery.* Mr. AMES, as might be expected, is not only an expert, but is enthusiastic in the efficacy of the tests which it has been the business of his life to apply, and he has some striking instances to give of the correctness of his results. In a case which occurred a few years since, two bales of valuable silk had been delivered from the New York Custom House on apparently proper orders. Shortly after the delivery the importing merchant presented his regular orders for the silk, and then the previous orders, which were on the file, were scrutinized. They bore what purported to be the signatures of the heads of the several departments of the Custom House through which such papers had to pass, and each official unhesitatingly pronounced his signature to be genuine, but no one was found to accept responsibility for the body of the orders. Mr. AMES, on being called in to examine into the matter, was told that he need not trouble himself about the signatures as these were admitted to be genuine, but under the microscope they revealed peculiarities from which the real signatures of the officials were free, and the officials were ultimately convinced that the signatures, as well as the bodies of the orders, were forged. In one instance the heavy staff line of a capital J, instead of being made by one stroke, had been made by one stroke re-inforced by another, and a thin white space which partly separated them shewed the forgery. In what Mr. AMES calls the *Gault case*, which occurred not long since at Washington, Mr. GAULT, a merchant of that town, was led by Mr. AMES' evidence to admit the genuineness of his signature to a bond fifteen years old, which at first he had denied.

Some of the most interesting cases which Mr. AMES quotes are those where the forgery was made in a document after the paper had been folded, and the date of the addition was shewn by the manner in which the ink acted upon the crease of the paper. Thus a note which had been drawn for "One Hundred Dollars" was altered to "Forty One Hundred," but the lower part of the F in "Forty" extended over a fold in the paper, and at this point there was a running of the ink into the fold, which did not occur where the writing had been originally made on unfolded paper. There were other indications of forgery, and all claim on the note was ultimately withdrawn. A similar result followed in the *Paine case* in New York in 1885, where an apparent beggar had left a large fortune, and a lawyer tried to get hold of it under a power of attorney. A genuine special power had been, by a forged addition of three lines above the signature, turned into a general power. Several of the letters in the added lines passed over a fold in the paper, and the running of the ink in these letters, as compared with the genuine letters on another fold, was one of the circumstances which revealed the forgery.

"The evidence of professional witnesses," said COCKBURN, C.J., in *Cresswell* v. *Jackson* (4 F. & F., p. 8), in a passage to which Mr. AMES refers, "is to be viewed with some degree of mistrust, for it is generally with some bias. But within proper limits it is a very valuable assistance in matters of this kind. The advantage is, that habits of writing, as shewn in minute points which escape common observation, are quite observable when pointed out—are detected and disclosed by science, skill, and experience. And it is so in the comparison of handwriting by the assistance of experts." Everything must depend, however, upon the honesty and the skill of the person who sets up to be an expert. An expert, says Mr. AMES, quoting from an American case, is "a person that possesses peculiar skill and knowledge upon the subject-matter which he requires to give an opinion upon," and by giving reasons for his opinion he should allow the court an opportunity of testing both the opinion and his own qualifications. Upon this point Mr. AMES rightly insists. "It is scarcely creditable," he says, "to any witness to express opinions for which he can give no reasons, or to a court to permit such to be given as expert testimony. For how can a court and jury place the proper value upon opinions unsupported by reasons? Indeed, the value of expert testimony consists mainly in the ability of the witness, by reason of his special training and experience, to point out to the court and jury such important facts as they might otherwise fail to observe; and in so doing the court and jurors are enabled to exercise their own vision and judgment respecting the cogency of the reasons, and the consequent value of the opinion founded thereon." Mr. AMES also insists that it is no part of the business of an expert witness to appear for either side. "No expert," he says, "should permit himself to be retained in the sense in which an attorney is retained—namely, for the sake of making the most of and winning a case, right or wrong. The fee for the examination and opinion should, as a rule, be paid in advance, and, by an

* Ames on Forgery: its Detection and Illustration. With numerous Causes Célèbres (Illustrated). By DANIEL T. AMES. Bancroft-Whitney Company, San Francisco.

explicit understanding, be the same whether the opinion be favourable or adverse to the party seeking it, and entirely independent of any future service." If to these remarks it be added that Mr. AMES strongly advocates that in all cases where expert testimony is required the expert should be employed and paid by the court, and treated as a court officer, it will be seen that he fully appreciates the position which the expert ought to assume, though in practice, unfortunately, this ideal is not attained. He returns to the subject in another chapter, where he observes upon the different classes of experts, and claims that for expert testimony to be satisfactory it must proceed from a skilled witness—a real "expert"—and be entirely disinterested.

Before leaving the book we may refer to another of the interesting illustrations with which Mr. AMES gives point to his disquisition. Perhaps the most ingenious forgery which he describes is that of a draft which was raised from twelve dollars to twenty-two thousand. The draft was procured from the Bank of Woodland, California, on a San Francisco Bank for twelve dollars, and twenty-two thousand dollars was received on it from a second San Francisco bank where it was cashed. That a forgery had been committed was clear when the draft went back to the Bank of Woodland, but the mode of forgery was only discovered by elaborate study with the microscope. The draft was drawn on safety paper—that is, it was printed over a sensitive tint which was supposed to shew the slightest erasure or change made upon its surface; and the figures expressive of the amount of the draft were stamped by a complicated perforating machine supposed to be incapable of imitation by hand, while the writing expressive of the amount in the body of the draft was in a strong bold hand. The difficulty was not alone in imitating the work of the stamping-machine, but in getting over or utilizing the perforations already there. The first artifice of the forger would have been supposed to be impossible. He covered the space occupied by the 1 in 12 with a most delicate and skilfully applied patch of paper so like the paper of the draft as to pass unnoticed. This done, he effected the necessary perforations by placing the draft on a very hard surface and lightly striking against it with a hammer the blunt end of a needle which had been broken square across. The rest of the work was done with equal ingenuity, acid being used to obliterate superfluous letters, and the surface skilfully painted over. In this way the "lve" of "twelve," and the line which filled up the space between that number and "dollars," were removed, and a clear field made for changing the written "twelve" into "twenty-two thousand." At the first trial of Charles Becker, the suspected forger, the jury disagreed. At the opening of the second trial he pleaded guilty, and gave a full account of the forgery and the method by which it was perpetrated.

Mr. AMES was one of the experts to whom before the re-trial of Dreyfus the famous *bordereau* was submitted by the friends of that officer, and he reported against its being in his writing. Of the various experts to whom that writing was at one time or another submitted, it seems that three confirmed, and thirteen were against, the theory that Dreyfus had written it. Among the numerous specimens of writing with which Mr. AMES illustrates the work are facsimiles of the *bordereau* and of the genuine writing of Dreyfus. The book is throughout filled with matters of interest, and it leaves the reader with the impression that there is much to be said for the utility of the expert witness to handwriting.

FOREIGN TRADE-MARK LAWS AND REGULATIONS.

THERE has recently been issued in a Blue-book (Commercial No. 2 [1900]) an interesting series of reports from her Majesty's representatives abroad "On Trade-Mark Laws and Regulations." It appears that in May, 1899, the Foreign Office asked for such reports bringing up to date the information upon this subject contained in reports presented to Parliament in 1879. It will be seen from the short summary which we give below how general and important have been the changes effected in this period of over twenty years. Unfortunately this volume of over 300 pages contains neither index nor head-lines, so that it is very difficult to discover a given point. Reference, of course, must be made to the volume itself for the details of "procedure and forms for registration, and the fees charged from the preliminary stages up to the point of complete registration," which were particularly asked for. But many of our readers will necessarily be interested to learn the salient and novel features of the trade-mark laws of twenty-six leading foreign countries as affecting British interests. The date which follows the name of each country is the year of the leading law last passed upon the subject.

In *Austria-Hungary* (1890), by virtue of the law and a treaty of 1876, traders who are subjects of Her Britannic Majesty can enjoy the same protection as native subjects. Certain amendments made in 1895 deal with the power of the Minister of Commerce to annul a mark found to have a "striking resemblance" to a mark previously granted for similar goods, and certain protection is granted to non-registered marks.

Belgium (1806); a Decree of 1884 enacts that foreigners wishing to claim in Belgium the ownership of a trade-mark in accordance with an International Convention, must, if they have no establishment in that country, deposit a copy at Brussels under the conditions laid down by the law of 1806. This is supplemented as to details by a Decree of 1893.

Brazil (1887) has a law giving elaborate provisions for registration. By a law of 1896 penalties were fixed for the printing or importation of labels and marks of foreign goods, "with the view of protecting national industry."

Bulgaria (1892-3) has passed new regulations in consequence of representations by Great Britain as to frauds committed in the Balkan States. Foreigners wishing to register in Bulgaria marks used on goods produced abroad must proceed in the same manner as Bulgarian subjects. Each registration lasts for ten years.

In *Chili* (1874) provision is made for the registering of marks of goods imported from abroad. An enactment of 1898 was aimed at determining the responsibility of fraudulent imitators of registered trade-marks. Here, too, a new registration is required after ten years.

In *Columbia* merely a simple register is kept at the Ministry of Finance. This gives no legal sanction to the mark and confers no legal right on the proprietor or protection in case of infringement.

Denmark (1891, 1898). Provided reciprocity exists, it may by Royal Ordinance be determined that the protection shall also be granted to persons carrying on business in foreign countries; but they must prove that they have duly obtained protection each in his own country and the protection is not granted to a greater extent or for a longer time than in the foreign State.

From *Egypt* Lord CROMER reports that without unanimity between the Powers, which seems improbable, express legislation appears neither necessary nor desirable. The Mixed Tribunals have considerable powers for the protection of trade, and in 1896-7 at Alexandria, in the case of *Cutlers' Co.* v. *Orosdi, Back, et Cie.*, the importing and selling in Egypt of all articles of cutlery falsely marked "Sheffield" was restrained. Provision is made for the registration of marks, and the rapid rise in the number of marks registered at Cairo between 1890 and 1899 is a token of the probable increase of trade in the Nile Valley. Lord CROMER endorses the advice given by the Chamber of Commerce at Alexandria to British proprietors to register their marks.

France (1857); British subjects enjoy the same privileges as French citizens. Certain modifications have been made by a law of 1890 and a Decree of 1891.

Germany (1894). Fortunately a very good report is furnished by the British Commercial Attaché at Berlin. Germany has not adhered to the International Union of 1883 (see below), but under the new law all foreigners are placed on an exactly equal footing with Germans, provided they have a German domicil involving the payment of German taxes. Otherwise they must shew reciprocity with their own country, such as has been notified by Great Britain and twenty other States. A British applicant not having the domicil must shew that he has protection by registration at home. The importance of proper registration in Germany, to prevent "unnecessary injury all over the world," is well pointed out.

In *Greece* (1893) aliens or Greeks engaged in commerce abroad enjoy the privileges of the new law, provided that there exists, in the States in which their establishments are situated, legislation protecting trade-marks and a reciprocity treaty comprising Greek marks.

In the *Hawaiian Islands* (1888), now annexed by the United States as a Republic, the protection offered for "the exclusive use of print, label, or trade-mark" for twenty years is granted to "any person or firm or any corporation."

In *Italy* (1879) the only new regulations have been those giving effect to the Paris Convention of 1883, the Madrid Convention of 1891, and the Italo-German Convention of 1892.

In *Japan* (1899) a new law gives full protection to registered trade-marks. Persons not resident in Japan must appoint a duly qualified agent to apply for registration. For British applicants previous registration in the United Kingdom does not seem to be necessary. The report in this case is very instructive and complete.

Luxemburg (1883), in January, 1900, agreed with the United Kingdom, as previously with other countries, that the subjects of each State are to enjoy the same protection as native subjects; in order to be able to comply with the requisite formalities, a registered address at the residence of a person domiciled in the Duchy is necessary.

In *Morocco* no legislation on the subject exists, but provision exists for the punishment of infringers. For protection against foreigners the marks would have to be registered in the countries against the subjects of which protection is sought.

In the *Netherlands* (1893) a foreigner has only to comply with the same formalities as a native, except that he must choose a trade-domicil. The previous registration of British trade-marks in the United Kingdom is not required.

In *Portugal* (1896) a trade-mark must be registered, with renewal every ten years. The marks of British subjects resident out of Portugal are registered on the same conditions as those of Portuguese, provided reciprocity exists. Previous registration in the United Kingdom is not necessary.

In *Roumania* (1879) the law of that date is reported to work well and to be rigorously enforced, and British traders have been able to take advantage of it since a Convention of 1892. Foreigners possessing trade establishments in Roumania enjoy the same rights as natives.

Russia (1896); the summary given in this report is vague, but it appears that "all persons" can apply for the registration of trade-marks for terms ranging from one to ten years.

In *Servia* (1884), whether the mark is registered or not in the country of origin, the right to it as exclusive property can be acquired for periods of from one to ten years.

In *Spain* (1850) the old law obtains, apart from certain modifications and amendments. The protection given to foreigners and natives is the same, but the mark of a British applicant must have been first registered in the United Kingdom. The protection once obtained is in perpetuity.

In *Sweden and Norway* (1884), where renewal is necessary after ten years, it was decreed in 1885 that there should be protection of persons carrying on business in a foreign State which had joined the Union under the Convention of 1883, and also of those who were the subjects of such a State, or had a fixed residence there, but carried on their business in another State.

In *Switzerland* (1890) the same protection as is given to natives is afforded to subjects of other countries which accord reciprocity of treatment. Previous registration in the country of origin and renewal after twenty years are requisites.

In *Turkey* (1888) foreigners are entitled to adopt special marks equally with natives and to "enjoy all the advantages and guarantees afforded" by the regulations.

United States of America (1881-1898); reciprocity exists expressly between the United States and fourteen leading foreign States, the declaration with Great Britain dating from 1878. Under a series of statutes and regulations the owners of marks used in commerce with foreign nations or Indian tribes, if such owners be domiciled in the United States or located in a country or tribe affording similar privileges by some convention to citizens of the United States, may obtain registration.

The original signatories to the International Convention for the Protection of Industrial Property, signed at Paris in 1883, were Belgium, Brazil, Spain, France, Guatemala, Italy, the Netherlands, Portugal, Salvador, Servia, and Switzerland. Great Britain acceded to the Convention in 1884. Reciprocity of rights was thereby agreed upon for the protection of subjects or citizens of the States of the Union, and of subjects or citizens of States not forming part of the Union, who are domiciled or have industrial or commercial establishments in the territory of any of the States of the Union. It further appears from this Blue-book that in 1891 Belgium, France, Spain, Switzerland, and Tunis agreed to establish an International Trade-Mark Bureau at Berne by an arrangement to which Brazil, Italy, the Netherlands, and Portugal have since adhered.

REVIEWS.

PRACTICE.

THE ANNUAL PRACTICE, 1901: BEING A COLLECTION OF THE STATUTES, ORDERS, AND RULES RELATING TO THE GENERAL PRACTICE, PROCEDURE, AND JURISDICTION OF THE SUPREME COURT. WITH NOTES, FORMS, &c. By THOMAS SNOW, M.A., Barrister-at-Law; CHARLES BURNEY, M.A., a Master of the Supreme Court; and FRANCIS A. STRINGER, of the Central Office, Royal Courts of Justice. IN TWO VOLUMES. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The appearance of the White Book year after year, undiminished in size and unaltered in form, is sadly at variance with the hopes which used to be entertained as to the speedy revision and simplification of the R. S. C. "A system of procedure," said Mr. Ellett in his recent presidential address, "which requires a volume of upwards of 2,000 pages to state it, stands, I think, self-condemned." The number which is intended to give point to the quotation is apparently a little exaggerated, but it is accurate enough to justify the criticism, and Mr. Ellett might, had he chosen to attempt the calculation, have added that the actual working of the system is now based on something like 8,000 reported cases. At the present time nothing seems to be heard of any attempted revision, and the task will be so herculean that it is not likely to be undertaken except under the pressure of urgent necessity. The White Book, in fact, will remain a monument to the inertia which characterises the administration of justice.

But after this preliminary grumble, let us hasten to recognize the services which the editors and publishers of the Annual Practice render to the profession. Without a complete and reliable guide of this kind, the path of the practitioner would be perilous indeed. In the present edition there does not seem to be very much new matter. No considerable alteration in the rules has characterized the past year. But some useful additions have been made—notably the Solicitors Act, 1888, with the rules under it, and the instructions as to applications to the Discipline Committee issued by the Incorporated Law Society are now included—and some of the principal notes have been re-written or revised. Under order 68 (Application of Rules in Crown, &c., Cases) a note has been added on the practice in proceedings by way of English information. We hope that when ultimately the rules are remodelled it will not be forgotten that this procedure is sadly in need of reform. There is no reason why procedure in Crown cases should differ from that in ordinary cases. In all procedure alike only one object should be aimed at—brevity and simplicity. Several references to the Land Charges Act, 1900, shew that the text has been brought very closely up to date.

THE YEARLY SUPREME COURT PRACTICE, 1901: BEING THE JUDICATURE ACTS AND RULES, 1873 TO 1900, AND OTHER STATUTES AND ORDERS RELATING TO THE PRACTICE OF THE SUPREME COURT, WITH THE APPELLATE PRACTICE OF THE HOUSE OF LORDS. WITH PRACTICAL NOTES. By M. MUIR MACKENZIE, B.A., a Bencher of the Middle Temple; S. G. LUSHINGTON, M.A., B.C.L., Barrister-at-Law; and JOHN CHARLES FOX, a Master of the Supreme Court. Assisted by C. G. S. MCALESTER, B.A., ARCHIBALD READ, B.A., LINDSEY SMITH, and WILLIAM MUIR MACKENZIE, Barristers-at-Law. IN ONE VOLUME. Butterworth & Co.

The Yearly Practice, which now appears for the third time, has been long enough before the profession for an opinion to be formed of its merits. The object of the work, as stated in the Introduction, is to present in as concise a form as possible, having regard to the convenience of practitioners, the whole of the practice of the Supreme Court, except such special branches as Probate, Divorce, Bankruptcy, Winding-up, and Lunacy, so far as those special branches are not affected by the Judicature Acts and the Rules of the Supreme Court. The practice on appeals to the House of Lords is also included. Considering the amount of matter to be dealt with the editors have certainly attained a very remarkable measure of conciseness, and this has not been done by sacrificing any of the information for which the practitioner would naturally turn to the book. The Judicature Acts and the Arbitration Act, 1899, the Rules of the Supreme Court, 1883, with the appendices of forms and tables of costs, miscellaneous rules, including the Supreme Court Funds Rules and rules under various statutes, together with other matter, will all be found conveniently printed and arranged. Nor is it that the annotations have been neglected, either to the statutes or the rules. The sufficiency of these is shewn by the notes to such a section as section 25 of the Act of 1873 or to such a rule as ord. 65, r. 1. The notes, however, have been compressed so far as is consistent with clearness, and, when possible, cases are referred to by lists shewing their general effect instead of being dealt with in detail. In the result the book is brought within manageable size. Attention should be called to the convenient manner in which the Judicature Acts are consolidated, and the tables of costs are very neatly arranged and noted. The reference to the recent case of *Matthews* v. *Usher* (*Times*, 7th July) on the right of a mortgagor to sue for possession under the Judicature Act, 1873, s. 25 (5), and to the recent cases on the Public Authorities Protection Act, 1893 (p. 588), serve as instances to shew that the latest cases have been carefully incorporated.

EVIDENCE.

ROSCOE'S DIGEST OF THE LAW OF EVIDENCE ON THE TRIAL OF ACTIONS AT NISI PRIUS. SEVENTEENTH EDITION. By MAURICE POWELL, M.A., Barrister-at-Law. TWO VOLS. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

This is one of those few books of which it can be said that it is indispensable to the class of men for whose benefit it has been compiled. No lawyer whose business it is to be frequently engaged in actions at *nisi prius* can do without it, except at the cost of a grievous loss of time. It contains over 1,500 pages closely packed with accurate information as to what a plaintiff must prove to win his case, and as to how a defendant can meet the case of his opponent. It is obviously, therefore, of the greatest importance that this work should be up to date. Nine years have elapsed, however, since the last new edition saw the light, and during that time some most important Acts of Parliament have been passed, and hundreds of important cases have been decided. To mention one only—it is clear that the Sale of Goods Act, 1893, has affected a very great portion of the book, and a digest of a date prior to the passing of that Act is obviously unreliable. This edition will, accordingly, be very welcome, and we do not think it will cause any disappointment. The editor of the work has met one great difficulty very wisely. It is perfectly clear that the addition of the huge mass of new matter would have made the book inconveniently large. He has therefore cut out entirely the subjects of Bankruptcy, Copyright, Trade-Marks, and

Patents. These subjects depend upon statutes of a special character, and probably every lawyer will agree that upon these subjects a digest such as this is of little real use, and that separate works upon them must be consulted. By omitting these headings the size of the book remains almost unchanged, and the space taken up by them is filled by more generally useful matter. Some of the most recent decisions are noticed, and probably no case of importance reported down to the end of last year is omitted. The new edition will be found fully to maintain the reputation of the work and the reputation of the editor for carefulness and accuracy.

ARBITRATION.

THE POWER AND DUTY OF AN ARBITRATOR, AND THE LAW OF SUBMISSIONS AND AWARDS. By FRANCIS RUSSELL, M.A. EIGHTH EDITION. By EDWARD POLLOCK, an Official Referee of the Supreme Court, and HERBERT RUSSELL, B.A., Barrister-at-Law. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

The preface to this edition of the standard text-book on arbitration mentions the unfortunate event of the death of Mr. Herbert Russell, one of the co-editors, before the issue of the book. The index was consequently prepared by Mr. Harold Bompas, and seems to be carefully executed. Where there are several cases of the same name referred to, it is a convenient practice, which may be attended to in future editions, to distinguish them in the Table of Cases.

The present edition is very much condensed: the body of the text, apart from forms and appendices, being reduced to nearly half its former bulk. This condensation has been rendered possible largely by reason of the Arbitration Act, 1889, having passed since the last preceding edition of the work. It is hardly possible for legislation to render any reported case obsolete for all purposes; but for the purpose of a practical treatise on this particular subject, we think the editors have acted wisely in pruning away considerable portions of the former work dealing with points and difficulties that cannot now recur.

Several cases of some importance have been reported in the present year too late for reference in this edition. *Parry* v. *Liverpool Malt Co.* (1900, 1 Q. B. 339) follows *Renshaw* v. *Queen Anne Mansions Co.* (45 W. R. 487, cited at p. 42). *Barnett* v. *Eccles Corporation* (1900, 2 Q. B. 104, 423) decided that "full compensation" under section 308 of the Public Health Act (p. 275 of this treatise) does not cover solicitor and client costs. *Knowles* v. *Bolton Corporation* (48 W. R. 433; 1900, 2 Q. B. 253) affects the law, as stated at pp. 106, 170 of the treatise, with regard to the power of the court to extend the time for making an award under the Public Health Act. The arbitrator's power as to awarding costs under a reference in an action was the subject of decisions which raised a distinction between a compulsory and a consensual reference: see p. 226 of treatise. This matter has been put on a clearer footing by the case of *Street* v. *Street* (48 W. R. 450; 1900, 2 Q. B. 57).

Falkingham v. *Victorian Railways Commissioners* (1900, A. C. 452) is an instructive case on the point how far the maxim *omnia praesumuntur rite esse acta* may be applied to support an award, notwithstanding that evidence was taken by the arbitrator on matters which turn out to be outside the reference. To invalidate the award the evidence in question must be shewn to have been irrelevant to the inquiry, or outside matters to have been taken into consideration in the award.

At p. 260, note (*v*), of the treatise it would have been well, we think, to have cited *Caledonian Railway* v. *Walker* (30 W. R. 569, 7 App. Cas. 259).

The forms in the appendix to the treatise are copious, and, so far as we have examined them, satisfactory.

LICENSING LAW.

THE LICENSING ACTS: BEING THE ACTS OF 1872 AND 1874, TOGETHER WITH ALL THE ALEHOUSE, BEERHOUSE, REFRESHMENT HOUSE, WINE AND BEERHOUSE, INLAND REVENUE, INNKEEPERS, SUNDAY CLOSING AND GROGGING ACTS RELATING THERETO; WITH INTRODUCTION, NOTES, FORMS, AND INDEX. By the late JAMES PATERSON, M.A., Barrister-at-Law. THIRTEENTH EDITION. By WILLIAM W. MACKENZIE, M.A., Barrister-at-Law. Shaw & Sons; Butterworth & Co.

The fact that a whole edition of "Paterson" has been sold out in about two years is plain proof that this well-known work has not appreciably suffered in popularity from the rivalry of its many competitors which have taken the field of late. The thirteenth edition will be found quite up to the mark of its predecessors. It is certainly not a well-arranged book, but it is remarkably accurate and thoroughly reliable, and being well indexed, it is almost always possible to find what is required with the least possible delay. This edition contains references to all the recent decisions on the subject, and has been carefully revised. The two cases of *Sharp* v. *Wakefield* and *Boulter* v. *The Justices of Kent* have so frequently to be referred to, and supply such a clear exposition of important parts of the law, that the editor has supplied a full report of each case in the appendix. The latter case was fully reported in the last edition; the addition of the former is a great improvement and adds largely to the value of the book.

BANKRUPTCY AND BILLS OF SALE.

A TREATISE UPON THE LAW OF BANKRUPTCY AND BILLS OF SALE, WITH AN APPENDIX CONTAINING THE BANKRUPTCY ACTS, 1883-1890, GENERAL RULES, FORMS, SCALE OF COSTS AND FEES, RULES UNDER SECTION 122, DEEDS OF ARRANGEMENT ACTS, 1887, 1890, RULES AND FORMS, BOARD OF TRADE AND COURT ORDERS, DEBTORS ACTS, 1869, 1878, RULES AND FORMS, BILLS OF SALE ACTS, 1878-1891, &c. By EDWARD T. BALDWIN, M.A., Barrister-at-Law. EIGHTH EDITION. Stevens & Haynes.

Though there has not been much in the shape of legislation or rules during the five years since the publication of the last edition of this work, the decisions have accumulated with startling rapidity, and the index of cases in the present edition covers sixty pages. We find no diminution of the care and accuracy shewn in previous editions. The work, as most practitioners know by this time, deals with the law in great detail, though concisely; and the effect of the decisions will be found very clearly and conveniently given. It is remarkable among law books for the absence of divisions into chapters, but with the aid of the table of contents and a very full index there is no difficulty in arriving at any subject as to which reference is desired. We have not missed any case of importance reported up to June last.

PLEADING AND PRACTICE.

THE PRINCIPLES OF PLEADING, PRACTICE, AND PROCEDURE IN CIVIL ACTIONS IN THE HIGH COURT OF JUSTICE. By W. BLAKE ODGERS, M.A., LL.D., Q.C. FOURTH EDITION. Stevens & Sons (Limited).

This book first appeared in 1891, and the fact that a fourth edition has now been called for is sufficient proof that its utility has been appreciated. Its merit is that it is eminently practical. It may not contain all the minutiæ which go to swell the size of the regular books of practice, but it is an invaluable handy book to serve as a guide to the practice incorporated in the R. S. C. Whether it is in the commencement of an action that assistance is required, or on the pleadings, or on evidence, or on the trial and the proceedings subsequent to trial, the essential points will be found set out here in plain and direct language, so that in ordinary cases the practitioner can hardly go wrong. As an instance of a chapter containing an exposition at once full and concise, we may refer to Chapter XIII. on Defence, with its enumeration of the various special defences which may be put in and the precautions to be adopted as to each. Speaking of the plea of fraud, Dr. Odgers points out that it should never be placed on the record without full instructions. "Such a plea," he says, "should never be drafted on insufficient material, nor without a marginal note warning the defendant that by adopting such an aggressive line of defence he may double or treble the amount of damages which he may ultimately have to pay." The same note of practical direction marks the book throughout.

BOOKS RECEIVED.

Notes on the Companies Act, 1900, in Eleven Chapters, with an Appendix containing the Full Text of the Act Annotated. By L. WORTHINGTON EVANS. Including a Special Chapter on Auditors by FRANCIS W. PIXLEY, F.C.A., Barrister-at-Law. Ede & Allom.

The Maritime Codes of Italy. Translated and Annotated by his Honour Judge RAIKES. Effingham Wilson.

The Solicitors' Diary, Almanac, and Legal Directory, 1901. Containing an excellent Diary, with Legal Notes for each day in the year; Treatises on the Stamp Act and on Estate, Succession and Legacy Duties; Lists of County Courts, Recorders, Town Clerks, Clerks of the Peace, Coroners, Under-sheriffs, Queen's Counsel, &c.; Information as to Oaths in Supreme Court, Jurats, &c.; Suggestions on Registering Deeds, &c., at Public Offices; Table of Solicitors Acts; the Solicitors' Remuneration Order and Scale; Precedents of Costs; Lists of District Registries; Official Receivers in Bankruptcy; Parliamentary, Insurance, and Banking Directories, &c.; a Digest of the Public General Acts of the Session of 1900 (63 & 64 Vict.), with Alphabetical Index, &c.; Complete List of Practising Barristers-at-Law and of London and Country Solicitors, with appointments held by them, revised with the official roll by permission of the Council of the Incorporated Law Society and corrected by direct correspondence. The Treatise upon the Stamp Act and the Law and Practice of Stamping Documents is revised to date and in accordance with the latest decisions and practice. The Treatises on Oaths,

NEW ORDERS, &c.

LUNACY ACT, 1890.

Rule 17 of the Rules in Lunacy, 1892, is hereby annulled, and the following rule is substituted therefor:

(*a*) Applications for a traverse and for a supersedeas shall be made by petition.

(*b*) Applications under that portion of the Lunacy Act, 1890, which relates to "Vesting Orders" shall be made by summons, unless the Judge in Lunacy or a Master directs a petition to be presented.

This rule shall be read with the Rules in Lunacy, 1892, and shall come into force on the 1st of November, 1900.

The 29th of October, 1900. (Signed) HALSBURY, C.

THE MONEY-LENDERS ACT, 1900.

REGULATIONS made by the Board of Trade pursuant to section 6 (*e*) of the Money-Lenders Act, 1900.

WHEREAS by Section 6 of the above-mentioned Act it is provided that "the expression 'Money-Lender' in this Act shall include every person whose business is that of money-lending, or who advertises or announces himself, or holds himself out in any way as carrying on that business; but shall not include, *inter alia*—

"(*e*) Any Body Corporate for the time being exempted from registration under this Act by order of the Board of Trade made and published pursuant to regulations of the Board of Trade."

Now, therefore, the Board of Trade, in pursuance of the powers vested in them by the above-recited section, do hereby make the following regulations accordingly:—

Regulations.

1. The application for exemption under the above section shall be made on foolscap paper in the Form A hereto annexed, and shall be signed by some responsible officer by and on behalf of the Body Corporate seeking for such exemption.

2. Such application shall be accompanied by—

(*a*) In the case of a Body Corporate registered under the Companies Acts, a copy of the Memorandum and Articles of Association, and, in other cases, a copy of the Charter, Deed of Settlement, or other document of Incorporation, and the regulations governing the rights of members, such copies being certified by some responsible Officer of the Body Corporate as true copies.

(*b*) A Statutory Declaration by a responsible Officer of the Body Corporate setting out the nature of the business carried on by the Body Corporate.

(*c*) A copy of the last balance-sheet.

3. The Board of Trade may require, and the Body Corporate (if so required) shall supply such further information by Statutory Declarations, production of documents, or otherwise, as the Board may think proper concerning the constitution, objects, and financial position of the Body Corporate, and also concerning the manner in which the said Body Corporate has carried on its business.

4. The Board of Trade may, if they think fit, require notice of the application to be advertised in such papers as they may prescribe.

5. If, in the opinion of the Board of Trade, the Body Corporate is a proper one for exemption under the Act, the Board will make an Order exempting such Body Corporate from registration under the Act upon such conditions and for such period as the Board may think fit. Such Order shall be in the annexed Form B, or in such other form as the Board shall from time to time direct.

6. In the case of a Body Corporate registered under the Companies Acts, the Order shall be signed in quadruplicate by the Permanent Secretary to the Board of Trade, or by one of the Assistant Secretaries to the Board, or by such person as may be authorized in that behalf by the President of the Board of Trade. In all other cases such Order shall be signed in triplicate in manner aforesaid. One copy will be retained by the Board, and another copy will be forwarded to the Body Corporate.

7. The Board of Trade will also forward another of such copies to the office provided by the Commissioners of Inland Revenue, as specified in section 2 of the Act, and, in the case of a Body Corporate registered under the Companies Acts, will forward the remaining copy to the Registrar of Joint-Stock Companies.

8. The Body Corporate shall forthwith publish a copy of the said Order in the London or Edinburgh or Dublin Gazette, as the case may require, and in such other papers as the Board of Trade may direct.

9. Upon the expiration of the period limited by any Order, the Body Corporate may make a further application for renewal of the Order of exemption, and the Board of Trade may from time to time make further orders exempting the Body Corporate from registration upon such conditions, and for such further period as the Board may think fit.

10. The Board of Trade may at any time by an Order signed in manner provided by regulation numbered 6 hereof revoke any Order of exemption and shall cause notice of such revocation to be given to the Body Corporate, to the Commissioners of Inland Revenue, and in the case of Bodies Corporate registered under the Companies Acts, to the Registrar of Joint-Stock Companies, and upon such revocation, the Body Corporate shall cease to be exempted from registration under the Money-Lenders Act, 1900.

The Board of Trade shall also cause a copy of the revoking Order to be published in the London or Edinburgh or Dublin Gazette as the case may require. *Courtenay Boyle.*

Board of Trade, 25th October, 1900.

A.

THE MONEY-LENDERS ACT, 1900.

Application for the Exemption of a Body Corporate from Registration under the above-mentioned Act.

I,[1] of , in the county of , being duly authorized in that behalf by[2] hereby make application to the Board of Trade on behalf of the said[3] , being a Body Corporate, incorporated by[4] for an Order exempting the said Body Corporate from registration as a Money-Lender, under the provisions of the above-mentioned Act, upon the following grounds[5]:

Dated this day of , 19 .

(Signed)

(Here add official designation.)

To the Secretary,
Board of Trade,
7, Whitehall-gardens, London, S.W.

[1] Here insert name and address and official designation of applicant.
[2] Here insert name and address of Body Corporate.
[3] Here insert name of Body Corporate.
[4] Here state whether incorporated by Charter, Deed of Settlement, or other document of incorporation, or under the Companies Acts.
[5] Here state grounds for exemption.

B.

THE MONEY-LENDERS ACT, 1900.

Order of Exemption.

In pursuance of the powers conferred upon the Board of Trade by section 6 (*e*) of the Money-Lenders Act, 1900, the Board of Trade do hereby order that the[1] , whose address is[1] be exempted from registration as a Money-Lender under the provisions of the above-mentioned Act for a period of three years from the date of the publication of this Order in the Gazette, or until earlier revocation of this Order by the Board of Trade.

Dated this day of , 19 .

Signed on behalf of the Board of Trade.

[1] Here insert full name and address of Body Corporate.

CASES OF THE WEEK.

Court of Appeal.

DAY *v.* KELLAND. No. 2. 25th Oct.

MORTGAGOR AND MORTGAGEE—SOLICITOR MORTGAGEE—PROFIT COSTS—MORGAGEES' LEGAL COSTS ACT, 1895 (58 & 59 VICT. c. 25), s. 3.

This was an appeal from a decision of Cozens-Hardy, J. The facts were as follow: On the 6th of February, 1891, the defendant W. H. Kelland deposited certain deeds with the Devon and Cornwall Bank to secure certain sums due from him, and signed a memorandum to the effect that the deposit was intended to create an equitable mortgage and agreeing at any time or times upon the request of the bank to execute such legal mortgage as the bank should require. On the 13th of March, 1891, Kelland gave a charge subject to the mortgage to the bank. In July, 1891, this charge was transferred to Cuddeford. Notice was given to the bank in February, 1892. On the 25th of March, 1892, the plaintiff, who was a solicitor, paid off the bank and took a legal mortgage for £6,700. Kelland subsequently became bankrupt. The plaintiff took proceedings to enforce his security and obtained a foreclosure order on the 9th of April, 1893. On the 10th of February, 1898, an order was made on further consideration directing taxation of the costs of the plaintiff in this action, including costs properly incurred. This was a summons taken out by Cuddeford to vary the taxing-master's certificate, as the taxing-master had allowed the plaintiff (among other things) profit costs, although he was a solicitor and had himself acted. The plaintiff claimed the benefit of the Mortgagees' Legal Costs Act, 1895, s. 3, which provides: "(1) Any solicitor to or in whom, either alone or jointly with any other person, any mortgage is made or is vested by transfer or transmission, or the firm of which such solicitor is a member, shall be entitled to receive

or recover from the person on whose behalf the same is done, or to charge against the security for all business transacted and acts done by such solicitor or firm subsequent and in relation to such mortgage or to the security thereby created on the property therein comprised, all such usual professional charges and remuneration as he or they would have been entitled to receive if such mortgage had been made to and had remained vested in a person not a solicitor, and such person had retained such solicitor or firm to transact such business and do such acts, and accordingly no such mortgage shall be redeemed except upon payment of such charges and remuneration. (2) This section applies to mortgages made and business transactions done either before or after the commencement of the Act." Cozens-Hardy, J., held that the plaintiff was not entitled to the benefit of the Act. The plaintiff appealed.

THE COURT (Lord ALVERSTONE, C.J., and RIGBY and VAUGHAN WILLIAMS, L.JJ.) dismissed the appeal.

Lord ALVERSTONE, C.J., said that in his opinion the order of Cozens-Hardy, J., was right. He did not intend to express any opinion as to the effect of section 3 of the Mortgagees' Legal Costs Act, 1895. He thought that the rights of the parties were determined by the order of 1893. It was not disputed that that was the effect of that order, but it was said that as the Act of 1895 was passed before that order applied, the court ought to give the plaintiff his rights under the Act of 1895. He thought that that would be to affect the rights of the parties as they were in 1893 by subsequent legislation. Though he did not think that the present case was covered by the decision in *Eyre* v. *Wynn Mackenzie* (44 W. R. 273; 1896, 1 Ch. 135), he thought that the principle of that case applied, and that the plaintiff's rights ought to be determined by his rights as they were at the time of the foreclosure order.

RIGBY and VAUGHAN WILLIAMS, L.JJ., concurred.—COUNSEL, *A'Beckett Terrell; Stewart Smith.* SOLICITORS, *Taylor, Hoare, & Pilsher; H. Mear,* for *Dunn & Baker,* Exeter.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

Re **HESKETH, SAUNDERS** *v.* **BIBBY HESKETH.** Farwell, J. 31st Oct.; 1st Nov.

ADMINISTRATION—DEBTS—"MORTGAGE DEBTS"—IMPROVEMENT OF REAL ESTATE—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. C. 55), S. 257—LOCKE-KING'S ACTS (17 & 18 VICT. C. 113; 40 & 41 VICT. C. 34),

This was an originating summons taken out to determine questions arising on the will, dated the 17th of August, 1896, of Mrs. A. M. A. Hesketh, who died on the 29th of November, 1898. By clause 19 of the will the testatrix said: "I give and bequeath all the rest, residue, and remainder of my personal estate, whatsoever and wheresoever, including chattels real chargeable however primarily so far as it will extend with the payment of my just debts (other than mortgage debts), funeral and testamentary expenses, unto my trustees, upon trust for my grandson absolutely." By clause 21 the residue of the real estate was given to the trustees for two terms of 100 years and 500 years, with remainder to the grandson and his sons in tail male. Under clause 24 the trustees were empowered to raise under the term of 500 years by mortgage sums sufficient to discharge (*inter alia*) debts in case of the deficiency of her personal estate. Real estate of the testatrix near Southport had been developed, the corporation forming the streets, the cost being refunded to them by Mrs. Hesketh, she gradually recouping herself by proportionate payments by her lessees. She frequently raised moneys by mortgage of portions of the estate to pay the amounts from time to time due to the corporation. The questions asked by the summons were two—viz., (1) that it may be determined whether, as between the persons interested under the testatrix's will, certain sums (amounting in all to £1,464 8s. 3d.), that were at the date of the testatrix's death due from her to the Corporation of Southport in respect of the formation, making, asphalting, or paving of certain streets adjoining portions of the settled estate, situate in Southport aforesaid (i.) constitute a charge upon the settled estate or any and what part thereof, or (ii.) ought to be paid (*a*) out of the testatrix's personal estate, (*b*) out of capital moneys arising under the Settled Land Acts, or otherwise in respect of the settled estate, (*c*) out of moneys to be raised by mortgage of the settled estate or any and what part thereof, (*d*) out of the rents and profits of the settled estate or any and what part thereof; (2) that it may be determined how the sums of money which have since the testator's death been paid, or which may hereafter be paid by the lessees under leases (*a*) from the testatrix, and (*b*) from the tenant for life of hereditaments forming part of the settled estate by way of contribution to (i.) the expenses mentioned in the last question, (ii.) any similar expenses that may have been incurred by the testatrix, but discharged by her in her lifetime, ought to be applied, and in particular whether such respective sums (i.) form part of the residuary personal estate of the said testatrix, (ii.) constitute capital moneys arising under the Settled Land Acts or otherwise in respect of the settled estate, (iii.) form part of the rents and profits of the settled estate. For the tenant for life in possession, also entitled to the residuary personal estate, it was submitted that the case was covered by *Re Anthony* (40 W. R. 316; 1892, 1 Ch. 450), as to the first question, and that, as to the second, it was the executors who were entitled to sue on the covenants in the leases in respect of the recoupment sums, and that it was equitable that the moneys received from the lessees should go to recoup the expenditure on improvements of the land, and be paid to the tenant for life. For the persons interested in the real estate it was pointed out that the will expressly divided mortgage debts from other debts, and the sum named in the first question was not a statutory charge, and even if it were, was not a mortgage debt: *Re Black, Colston* v. *Roberts* (33 W. R. 633, 37 Ch. D. 677), and *Re Nevill* (62 L. T. 864).

FARWELL, J., answered the first question by saying that the sum was not a mortgage debt within the meaning of Locke-King's Acts, the latter of which amended the former by including charges which were not mortgage debts. The sum in question would therefore have to be paid out of the testatrix's personal estate. The other question was a curious one, there having been no contract with the lessees as to particular sums, but the testatrix having simply expended sums charged on her personal estate and having granted powers of leasing under which the tenant for life had granted leases. His lordship was unable to see any ground for holding that her estate ought to receive the moneys coming in from the lessees, and he would only hold that these moneys as they came in would be capital moneys arising under the Settled Land Acts.—COUNSEL, *Austen Cartmell; Wrangham; W. G. Clay.* SOLICITORS, *Lee & Pemberton,* for *Buck, Dicksons, & Cockshott,* Preston.

[Reported by W. H. DRAPER, Barrister-at-Law.]

Winding-up Cases.

Re **CHARTERLAND STORES AND TRADING CO. (LIM.).** Wright, J. 25th Oct.

COMPANY—WINDING UP—EVIDENCE IN SUPPORT OF PETITION—COMPANIES (WINDING-UP) RULES, 36, 176, 177.

Petition to wind up the company. The petition was presented by the general manager of the petitioner in reliance upon a general power of attorney, which included authority to take legal proceedings. The manager made an affidavit in support of the petition and certain portions of the material allegations contained were made by him upon information and belief. On behalf of the company objection was made on these grounds, and rule 36 of the Winding-up Rules, 1890, was cited in support of the objection. Reference was also made to *Re St. David's Gold Mining Co. (Limited)* (14 W. R. 755). [WRIGHT, J.—That case does not help us.] On behalf of the petitioner reference was made to rules 176 and 177 of the Companies (Winding-up) Rules, 1890, by which the court has power to enlarge or abridge the time fixed for doing acts or taking proceedings, and no proceeding under the Acts is invalidated by any formal defect or other irregularity, unless the court is of opinion that substantial injustice has been caused and cannot be remedied by any order of the court.

WRIGHT, J.—Two objections have been made to this petition, of which one is bad, the other good. The first is that one material point of the affidavit is upon information and belief. The other is a technical point, but one which I cannot pass over, that rule 36 prescribes that the affidavit must be made by the petitioner or one of the petitioners. The rule is explicit, and I cannot hold that an affidavit made by a manager for the petitioner, even though authorized by a power of attorney to take proceedings, can be within the words of the rule, "the petitioner or one of the petitioners." I do not think that this objection can be got over by means of rules 176 and 177. This is not a question of a proceeding being invalidated, but of the evidence that should be required. This is obviously a case in which further time should be given. I shall give leave to amend by adding another petitioner.—COUNSEL, *Waggett; Mulligan,* Q.C., and *J. W. M. Holmes.* SOLICITORS, *Hollams, Sons, Coward, & Hawksley; Ingle, Holmes, & Sons.*

[Reported by J. P. ISELIN, Barrister-at-Law.]

LAW SOCIETIES.

BRISTOL INCORPORATED LAW SOCIETY.

The following are extracts from the report of the council:

Law Lectures.—In pursuance of a recommendation of the committee appointed last year to consider the advisability of instituting law lectures, the council decided to arrange for the delivery of a course of lectures, and were fortunate in securing the services of Mr. F. E. Weatherly as their first lecturer. A course of ten lectures on the law of contracts was given. Twenty-seven students joined and an average of twenty-five attended, questions being set and answered every week and an examination held at the end of the course. Encouraged by these satisfactory results, the council arranged with Mr. W. Strachan to give a series of lectures on conveyancing. Seventeen students entered and there was an average attendance of twelve. Questions were set every week and an examination is to be held early in October, when a prize will be given by Mr. Strachan. Having regard to the fact that the second course of lectures was held in the summer, the council consider the attendance highly satisfactory. It is the intention of the council to arrange for a course of lectures to be given during the autumn.

House Agents' Commissions.—The council regret to state that the committee appointed to consider the question of house agents' commissions and to recommend a scale, reported that after a meeting with Messrs. Hughes on behalf of the house agents, it appeared there was no likelihood of an agreement being come to between the society and the house agents, and the committee were accordingly discharged.

Estate Duty.—The attention of the council having been called to the decision of the Inland Revenue Commissioners that estate duty attached to land sold under a trust for sale, Mr. J. L. Daniell attended as the representative of this society on a deputation to the Chancellor of the Exchequer with the view of obtaining legislation so as to place estate duty on a sale of realty under a trust on the same footing as succession duty. The Chancellor of the Exchequer informed the deputation that, pending more conclusive evidence of delay and inconvenience in transfer of land being forthcoming, no alteration in the law would be made, but that the Government would reconsider the question on a sufficient case being made out.

UNITED LAW SOCIETY.

Oct. 29.—Mr. R. C. Nesbitt in the chair.—Mr. A. C. Forster Boulton moved: "That this House has no confidence in the present Government." Mr. J. F. W. Galbraith opposed. The debate was continued by Messrs. P. B. Walmsley, S. Davey, and J. W. Weigall. The motion was lost.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

BIRMINGHAM LAW STUDENTS' SOCIETY.—A meeting of the above society was held in the Law Library on Tuesday evening, Mr. Walter Barrow presiding. A discussion took place on the following point: "A. mortgages a policy of insurance for £200 to the G. Bank, to secure all moneys for the time being due from him; the mortgage is stamped 7s. 6d. The G. Bank amalgamates its business with the L. Bank, and the G. Bank and its Liquidators assign to the L. Bank the sum of £500 then due from A. (whose account had become dormant) to the G. Bank, and the policy and the benefit of the mortgage. A. dies, and £220 becomes payable under the policy. The Insurance Co. object to pay the amount to the L. Bank, on the ground that the mortgage is not sufficiently stamped. Are they correct in their contention?" (Stamp Act, 1891.) The speakers in the affirmative were Messrs. G. C. Pearson, W. J. Rigbey, T. F. Duggan, J. W. Hallam, and H. C. Eaves, and in the negative Messrs. C. W. Camm, C. R. M. Parr, and C. S. Bache. After the openers on both sides had replied, the chairman summed up, and the question was put to the meeting and decided in the negative by eight votes to four. A vote of thanks was passed to the chairman for presiding.

FORM OF INLAND REVENUE AFFIDAVIT.

THE following letter has been sent to us for publication:—

(Copy)

Estate Duty Office,
28 h October, 1900.

SIR,—Referring to the official letter of the 21st of April last, I beg leave to inform you that the revised forms of Inland Revenue Affidavit in connection with the Finance Act of this year have now been issued, and copies are enclosed for the information of your society.

The new forms have been designed, by easy adaptation, to meet deaths at any time since the Finance Act, 1894, whether before or after the Land Transfer Act, 1897, or the Finance Act, 1900.

A new and comparatively simple form of affidavit, A—6, has been prepared for use where the estate consists only of free British real and personal property.

All earlier prints of the forms of affidavit have been withdrawn from circulation, but copies in the hands of the profession, and inadvertently used by them in ignorance of the issue of the new forms, will not be rejected by this office, provided that they contain all necessary information.

The various Probate Registries have been so informed.—I am, sir, your obedient servant, (Signed) ROBT. J. WALLACE, Secretary.

The Secretary, Incorporated Law Society.

THE LATE LORD RUSSELL.

A MEETING was held in the library of the House of Lords on the 26th ult. for the purpose of considering the most fitting manner in which the memory of the late Lord Chief Justice of England might be perpetuated. The Lord Chancellor presided, and among those present were Cardinal Vaughan, the American Ambassador, the Earl of Rosebery, the Earl of Desart, the Lord Chief Justice of England, the Speaker of the House of Commons, the Master of the Rolls, Lord Justice Collins, Lord Justice Rigby, Lord Justice Stirling, Mr. Justice Grantham, Mr. Justice Barnes, Mr. Justice Buckley, Mr. Justice Cozens-Hardy, Mr. Justice Darling, Mr. Justice Kennedy, Mr. Justice Mathew, Mr. Justice Phillimore, Mr. Justice Wright, the Attorney-General, Mr. John Morley, M.P., Sir R. Reid, M.P., Mr. Haldane, M.P., Mr. J. Lawson Walton, M.P., Mr. P. Carvill, M.P., Sir Squire Bancroft, Mr. A. Birrell, Sir Kenelm Digby, Judge French, Mr. J. Hollams, Judge Mulholland, Mr. R. A. McCall, Q.C., Mr. R. Neville, Q.C., Mr. W. Pickford, Q.C., Mr. H. Sutton, Mr. J. Walton, Q.C., and Mr. William Watson.

At the commencement of the proceedings, the LORD CHIEF JUSTICE stated that he had received a communication from the Prince of Wales expressing his Royal Highness's complete sympathy with the object of the meeting, and promising his assistance towards carrying it into effect.

Sir R. FINLAY moved a resolution, constituting those present a general committee, with power to add to their number.

The LORD CHIEF JUSTICE seconded the resolution, which was agreed to.

Lord ROSEBERY proposed: "That the memorial to the late Lord Chief Justice take the form of a seated or other statue to be placed in the Royal Courts of Justice, and of a replica of his portrait painted by Mr. J. Sargent, R.A., and that, in the event of there being any surplus after the cost of these two specified objects has been defrayed, it shall be appropriated to such purpose as shall seem fit to the general committee."

The LORD CHIEF JUSTICE seconded the motion, and it was adopted.

Mr. Justice GRANTHAM moved, and it was so agreed, that the following gentlemen should form the executive and active committee, with power to add to their number: The Earl of Rosebery, the American Ambassador, the Lord Chief Justice, Mr. Speaker Gully, Mr. John Morley, M.P., Mr. Justice Mathew, the Attorney-General, and Mr. J. Hollams.

SOLICITORS' BOOK-KEEPING.

THE following paper was contributed by Mr. William Godden to the Weymouth meeting:

Some knowledge of book-keeping and accounts is in these days an almost necessary part of the legal equipment of a solicitor, and young solicitors could not possibly do better than to devote some of their time at the outset of their career to this study. It has been suggested that such instruction should be given to articled clerks, and that proof of some proficiency should be required before admission. Formerly book-keeping did form one of the subjects of the Law Society's Intermediate Examination, but it was discontinued after 1877, possibly because the subject then lent itself too readily to the crammer's art. During the last twenty-five years professional accountants have made great advances in dealing with the science of book-keeping both as regards teaching and examination, and numerous able text-books and treatises on the subject are now available. It may, consequently, be practicable with advantage to reintroduce book-keeping as one of the subjects for the education and examination of articled clerks. Thirty years ago, Mr. John Ball and Mr. Hamilton, in their very useful little manual on book-keeping, prepared for the Oxford Clarendon Press Series, said that a knowledge of the theory and practice of accounts was an important part of the education of every man, but not at all common, because its great value did not seem to be generally appreciated, and the subject was seldom properly taught. The importance has much increased since that date, and the professional accountants have brought the subject within the reach of any earnest student by means of their examinations and publications. As regards importance, it is necessary only to glance at the very wide area which accounts now cover. In addition to all the old subjects, such as partnership, trust, and executorship accounts, and merchants', banking, stock exchange, contractors' and trading accounts, and bankruptcy and liquidation accounts, with their endless variations, we have now the enormous and universal joint-stock system and municipal finance, bringing in their train fresh problems and questions between shareholders, debenture-holders, directors, and auditors of the greatest interest, and often involving very large sums of money. A solicitor may at any moment be called upon to advise in cases where he must deal with complicated accounts, and although he will have the assistance of a professional accountant, it is obvious that a previous knowledge of the general principles of book-keeping will be invaluable to him. And the knowledge is no longer difficult to acquire. There are numerous modern text-books in use by candidates at the examinations of the Institute of Chartered Accountants, and of the Incorporated Society of Accountants and Auditors. Any of these, longer or shorter according to the time and determination at the disposal of the student, might very usefully be studied; and any professional accountant who has been through the examinations would recommend a good manual. A glance at the catalogues of published books on the subject will suffice to give a choice of books, and will also demonstrate the wide range and growing importance of the subject of accounts generally. But apart from the wide field of the general theory and practice of accounts in their application to the operations of modern business, there can be no possible doubt that it behoves a solicitor to understand his own book-keeping, and to make sure that it is such as to shew accurately his financial position and earnings. In the report of the Special Committee adopted at the annual general meeting of the society in July last it was stated that accounts carefully kept and periodically made up and audited, and a balance-sheet, are a safeguard both to solicitor and clients, and that carelessness without dishonesty produces confusion which, under certain circumstances, may drift into dishonesty. The report adds that it is important for solicitors to remember that they are not bankers, and ought not to make use of their clients' moneys; that when accounts are properly and carefully kept the books speak for themselves, and that while there is no absolute necessity for any separate banking account, many solicitors do keep a banking account separate from their own, to which they place all moneys in their hands belonging to their clients; and that in the opinion of the committee it is very desirable that as far as possible this course should be adopted. The profession, therefore, now have an authoritative opinion of the committee, accepted by the Council, and adopted by the society in general meeting, that proper accounts ought to be carefully kept and audited, and that, as far as possible, a separate banking account should be kept for clients' moneys. It may therefore be useful, in connection with the general subject of accounts, to inquire a little more closely as to what is possible and practicable in this respect. While probably the vast majority of solicitors do keep accounts which satisfy their own requirements, it may be useful, and it may be a help to some young solicitors, to inquire into other methods and into the systems which professional accountants recommend. With a view to assist in such an inquiry a list is given below (Appendix A) of the published works on solicitors' book-keeping, one or other of which may be studied with advantage. Perhaps one of the best of these publications is the lecture by Mr. F. C. Harper, delivered in 1895 before the Incorporated Accountants Students' Society of London. Mr. Johnson M. Woodman's manual and lecture are also good; and another very useful book is Mr. Robert Henry Richardson's treatise on book-keeping by double entry, first published in 1882, and now stated to be out of print. One of these writers ventures on the bold assertion that what is termed double entry is not (with few exceptions) used by solicitors, and that single entry is ordinarily sufficient for their purpose. All the other authors, and it is believed professional accountants generally, recommend the system of double entry. A system by which the books verify themselves must surely be the right one. And after all there is no mystery in double entry. It is only applying the principle on which John Gilpin acted when he

"hung a bottle on each side
To make his balance true."

It is true that he lost his wine later, but that was owing to the stress of external circumstances, and in no way caused by the proper precaution which he adopted. When a solicitor receives money from or for his client, the amount is entered on one side in the cash book and on the other side in the client's ledger account, and these items balance one another. Thus the cash book forms one side of the double entry. So also when payments are made to or for the client. If a cheque is drawn to provide the petty cashier with money for disbursements, the amount appears on the credit side of the cash book and on the debit side of the petty cash book (which again forms part of the double entry), or it may be debited to an expenses account in the ledger; and the items balance each other. It only needs care that every entry has its counterpart to keep the balance true. All entries not in the cash books (such as transfers, interest, abatements, &c.) should pass through the journal, which ensures the double posting to keep the balance true.

The vital book in a solicitor's book-keeping is, of course, the cash book, in which full details should be entered at the time to shew the object and nature of the transaction. In this respect a solicitor's books differ from those of a merchant or trader, where the object is to condense as much as possible. It should be a rule that all moneys received, however small, and from whatever source, are to be paid into the bank, and that all petty cash payments are provided for by cheques drawn to supply the petty cashier with money for disbursements. The form of the cash book leads at once to the question whether a separate banking account is to be kept for clients' moneys. It is a striking fact that the text-books and publications above referred to do not, with one exception, recommend a separate banking account. The exception is the lecture by Mr. Harper. He says two banking accounts should be kept, one for moneys absolutely belonging to the solicitor, and the other for clients' moneys, in order that the solicitor may see his position with his clients, and how he himself stands with relation to the business approximately. The other text-book writers and some professional accountants hold that a solicitor's position as regards his clients' moneys can be better shewn by suitable book-keeping without separate banking accounts. They claim to accomplish this by different columns in a cash journal, shewing how much of the bank balance belongs to the solicitor and how much to clients. Some also say that further columns in the cash journal can be used to shew the solicitor's profit from time to time, and thus perpetually perform the operation of separating the clients' moneys from the solicitor's own money. Theoretically this (the accountants') view may be correct; but for practical purposes it is open to the objections that the cash journal becomes complicated; that it is made to serve several ends, combining the function of a ledger and cash book instead of being a simple record of cash receipts and payments; that items have to be duplicated in the various columns; that such a book is apt not to be written up closely, or at all events that the subsidiary columns may in the pressure of business stand over; that as a check on the separation of clients' money the plan assumes that the cash book will be sent for, found written up, and carefully studied. A further objection is that this system only separates clients' moneys as a whole, and may be delusive, as one client may have a large balance and another may be overdrawn. Another objection is that the books become artificial and contravene one of the canons of good book-keeping. Messrs. Ball & Hamilton, in their manual already mentioned, say: "Accounts may be defined as registers of facts relating to money. The fundamental principle of keeping these registers is that they shall be complete records of such *facts*, and of *facts* only." The records therefore should not, it is submitted, be confused by introducing into the entries subordinate matter such as the resulting profit or loss, the proportion of disbursements and office expenses, or the realized profits actually paid up, or even the amount of the solicitor's own capital or undrawn profits in the banking account. These matters seem more properly to appertain to a periodical balancing of accounts, except as to the clients' moneys, which can be safeguarded by a separate banking account. The great argument in favour of the system of two banking accounts is that a solicitor cannot possibly drift into making use of a client's money either for his own purposes or for the purposes of any other client without being brought face to face with the fact that he is signing an improper cheque, and drawing out money which ought not to be used. This is a very different thing from not knowing or disregarding the result of complicated book-keeping. Many solicitors ascertain by lists from time to time the amounts of clients' moneys in hand, and either place them on deposit or satisfy themselves that their own capital or undrawn profits at the bank amply cover all liability. This plan, when carried out methodically, no doubt answers every purpose; but it is not automatic, and under pressure of work or special circumstances might be omitted, and it entails considerable labour and expenditure of time in the preparation of lists in order to ascertain what sums are to be placed on deposit or to a separate account, and to ensure from week to week that the banking account is properly managed. If a solicitor wishes to be absolutely certain that his clients' moneys are not taken out of the bank except for each client's own proper objects, the safe and automatic plan is to place all clients' moneys to a second or separate banking account in the solicitor's own name, and distinct from his ordinary banking account. Bankers would be willing to regard such accounts as for his purposes one account, although kept in two parts. The clients' account should not be identified as a trust account so far as the banker is concerned. Mixed receipts comprising costs or repayments to the solicitor will be paid in to the clients' (or No. 2) account, and the portion which represents costs or repayment will be subsequently transferred from that account to the solicitor's own (or No. 1) account. This transfer can be effected by cheque or by a transfer form, as no stamp duty is payable. At the end of each month any amounts not already transferred will be drawn from the No. 2 account to the No. 1 account. It will be found convenient to have double columns in the cash book—one set containing the items in the No. 1 pass book and in the No. 1 cheque book; and the other columns the items in the No. 2 pass book and in the No. 2 cheque book. The solicitor will then have under date in the same cash book every receipt and payment. No other alteration in the books is necessary. The ledger accounts remain unaltered. The cash book should be balanced at the end of every month and the two columns agreed with the pass books after allowing for country or other cheques paid in but not yet cleared, and outstanding cheques which have not yet been presented. Advances to clients, either temporary or for a longer period, should only be made out of the clients' or No. 2 account where the particular client has enough money on that account, as otherwise the solicitor would be using the money of one client for the accommodation of another client, which would clearly be wrong. The advances in all other cases must be made out of the solicitor's own or No. 1 account. Sometimes these cases are met by placing part of the solicitor's own capital in No. 2 account, and taking care that the solicitor's balance in this account is not overdrawn. This course seems to work well, but it necessitates calculations and lists of items with loss of time and risk of error, while the advantage is not very apparent as compared with keeping the solicitor's own money on the No. 1 account and drawing on that account for advances to clients, and leaving the No. 2 account to protect itself absolutely and automatically. Sometimes it is found convenient to keep a separate cash book and ledger showing how the client stands as regards costs, but this seems unnecessary and to involve needless accounts, although unobjectionable if preferred. And it is not necessary to keep separate banking accounts for each client. The state of any client's account will appear on his ledger account, and it will easily be ascertained how much money he has in the No. 2 account, especially if all costs are made out and delivered as promptly as possible. The system of two banking accounts in its simplest form amounts only to keeping the solicitor's banking account in two parts; and if the books and ledger accounts are to be kept down to the simplest possible shape, the transfer cheques or requests, appearing as they must on both the banking accounts, and being thus certain to leave "the balance true," need not be posted to any ledger account at all, but may be looked at for the purpose of double entry like a correction by a banker of an erroneous item in a pass book by means of an entry of a like amount on the other side of the account. Some solicitors and their professional accountants may, however, prefer to have the transfers posted to a "transfer account" in the ledger for reference and verification. Some objections are, however, urged against the system of two banking accounts. First, it is said to be an impossible and unworkable plan. If this were so in fact there would be an end of the matter. But a complete answer is that the plan has been in operation in many and in large and leading businesses for many years, and the solicitors who use it say that the comfort and assurance it gives cannot be exaggerated. It is, in fact, in use in some of the largest practices in London. Moreover, it is now being introduced in other cases without any difficulty or inconvenience whatever. Mr. Harper, in the lecture already mentioned, says that as auditor he has been connected with solicitors' accounts, directly or indirectly, for ten years or more, and that unless a proper system is adopted, and the books most strictly and carefully kept with an independent check by an accountant, it is the easiest possible thing for a professional man to glide into a groove of utter complication, which means anxiety, loss, and perhaps ruin. He adds that by keeping two banking accounts it is impossible for him to overdraw without having the fact brought to his notice, which is of all importance, as if a solicitor does spend more than he earns he is using money which does not belong to him, whether he does so innocently or not. Again, he says that the main object to keep in view is that of separating moneys belonging to clients, and that the safest plan is to have two banking accounts, and that although this may be thought unnecessary by the lawyer, and one may have a great deal of opposition in getting him to adopt that course, when once success has crowned the efforts and the two banking accounts are in proper working order the benefit will be appreciated. This is the experience and advice of a practical accountant acquainted with the subject. Obviously, therefore, the system is not impossible. Again, it is sometimes said that in practice the system of two banking accounts where adopted is only partially carried out and consequently fails. If there is any ground for this objection it only points at need for greater care. The principle being conceded, small deviations may be immaterial even if they occur; the system remains effectual for the main object of guarding clients' moneys from inadvertent misappropriation. An error of judgment or oversight in paying in to the solicitor's own account money which more strictly might go to account No. 2 should quickly right itself in the monthly adjustments or in settling up clients' accounts from time to time, while it would be impossible for the solicitor to drift into the sad position of not knowing year after year how he stands and of being afraid to know. Moreover, most solicitors will call in the help of a confidential professional accountant once a year to audit their accounts and balance-sheets, and errors would then soon be set right and avoided in the future. Even the large class of solicitors to whom a small outlay is of consequence will find the expense of such assistance very slight, and others who may not have within easy reach an accountant to whom their private affairs and those of their clients can be properly divulged, may without undue cost get the necessary assistance from the nearest largest town. The advantage of an audit must in every case far outweigh the expense and trouble. Again, it is objected that the number of transfer cheques each month would be so great as to be intolerable. This is not the experience of those who use the system. On the contrary, the transfers are found to be useful, as shewing to the solicitor at the time how each sum paid by or for clients is being dealt with. Again, it is said that the plan could not be used in

cases such as London agency business owing to the great number of country solicitors' accounts which require consideration. But if this means that the London agent may make use of the money of his country friends (or the moneys of their clients) in his hands for the accommodation of other country solicitors, this would be clearly inadmissible. If not, it is hard to imagine any real difficulty. Another objection is that the plan does not fit in with solicitors' banking arrangements, especially in the north of England, because banking charges (which fall on the solicitor) are made on all transactions, and would be incurred on the transfers, and because allowances or charges of interest on credit or debit balances might give rise to questions as between the solicitor and the client. The country banking rule of charging commission on all transactions is rendered necessary by the extra work and actual loss and expenses which fall on country banks in collecting and realising the sums paid in by their customers and in honouring their clients' requirements. But it has inconveniences. It is said that it frequently leads to solicitors' transactions being completed in bank notes to avoid entries in the various banking accounts and consequential commission charges where exchange cheques would otherwise be preferable, and would also give less trouble to bankers. The item of bankers' commission, however, would be a very small one as regards the transfers which deal with costs. The cost (2s. 6d. per £100) would not amount to £5 if transfer cheques for costs to the extent of £4,000 were drawn in the course of a year, and this is not a serious sacrifice to stand in the way of a system which may save the profession from discredit. The question as to allowances of interest or charges of interest by bankers to solicitors on credit or overdrawn balances involves some other considerations. As regards clients' moneys in a solicitor's hands there is some danger of overstating the real position. A solicitor as such is not a trustee as regards the money in his hands, and he is not liable to be charged with interest. He may in a particular case be actually a trustee; or he may receive trust money knowing that it is trust money, and then he owes a double duty, one to his clients, the trustees, to protect them, and the other to safeguard the trust fund. In many cases it may be his duty to place money on deposit at interest for the benefit of the trust or client. But as regards current moneys he is not a trustee or a *quasi* trustee, he is merely an agent, and his duty is to keep his client's money safe and apply it promptly and properly; and if the money produces any interest in the solicitor's banking account, it may reasonably be considered that such interest belongs to the solicitor. If he is overtaken by some misfortune and the client loses his money the solicitor is not criminally answerable to the client, unless he has knowingly and wilfully misappropriated his money. The solicitor is responsible to the client if the bank fails, and would apparently still remain responsible even if the money is placed to a separate account in the solicitor's own name. The question, therefore, as to banking interest need not, it is submitted, form a real difficulty or objection. The banking account, although divided into two parts, is one account. It is the solicitor's own account, and it would seem right that credits of interest on account No. 2, if any, should be treated as the solicitor's money and periodically transferred to account No. 1 and posted to the solicitor's interest account in his ledger. The client leaves the money with the solicitor on this footing. The solicitor is not expected or even free to put it out of his own power or to hand it over even to a banker beyond the solicitor's control. Again, it has sometimes been said that two banking accounts would give serious trouble to young solicitors without a book-keeping staff, who often keep their own books in the evening. So far from this being the result it is submitted, with all respect to the contrary opinion of some professional accountants, that a cash book adapted to two banking accounts gives less trouble than is involved in any plan of writing up and casting up complicated duplicate columns in the cash book to shew how clients' moneys stand, or of making out periodical lists for this purpose. It is difficult to appreciate this objection, which seems necessarily without foundation. So also trained cashiers and book-keepers would find it easy to adopt and adapt the system without disturbing the books in other respects if only the natural dislike to change can be overcome. The introduction of the system involves no change in any of the books except the cash book. The ledgers are unaltered. It has also been objected that young solicitors beginning business with limited capital would not find it practicable to divide their banking account into two parts, either because they would not be in a position to ask bankers to undertake the trouble of two accounts, or because the balance which they would be able to maintain would not satisfy bank regulations. Such cases deserve the most cautious consideration in order not to increase unnecessarily the difficulties with which a young solicitor has to contend. But if this objection is closely examined it will be found first, that from the banker's point of view there ought to be no difficulty, because the combined balance of the two accounts will of course always be precisely equal to the balance which would be on the single account. The extra trouble to the banker is very slight. He would probably know the reason and would feel all the more trust in his customer, and it seems exceedingly unlikely that a banker would allow such an account to go elsewhere. The banker would appreciate the motive, and would doubtless regard the two accounts as one when looked at from the banker's point of view, and it would follow that the combined accounts would in this respect be as good or bad from the banker's point of view as the single account would have been if not divided. Moreover, the alternative of having a number of separate deposit accounts opened from time to time would involve more loss of time and trouble. And it should be borne in mind that it is precisely in such a case that the system of two banking accounts is useful. It is assumed that the solicitor will under no circumstances make use of his clients' money. But in many cases the completion of a transaction may be unavoidably delayed from day to day, and it may not be practicable to place the client's money on deposit, as it may be wanted at any moment. The solicitor must then in the press of other business from day to day examine his books to see what the state of his banking account is. The objection that the two banking accounts could not be maintained misses the very object of the system, which is to avoid the first step towards confusion. For a solicitor under any circumstances to rely on clients' moneys as a working balance at his bankers for his own business expenses is wrong, and it is this very thing against which the system of two banking accounts is intended to prevent. A young solicitor under such circumstances would gladly avail himself of a system which would enable him without trouble or constant watchfulness or anxiety to feel sure that his clients' moneys are always held apart and available, and probably the cases would be few where bankers would make any objection. The real difficulty, however, in the way of the general adoption of the practice of keeping two banking accounts may probably be found in the very natural reluctance on the part of very many solicitors to make a change of which the nature and consequences are not clear to them. They naturally say that a system which they understand, and which has been good enough for their fathers before them, is better. And they not unreasonably would demur to adopting what they would regard as a self-denying ordinance because here and there a solicitor has transgressed the boundary of honest dealing. Having never wronged a client in thought or act, they would regard the precaution against their own fraud as not only needless, but in a sense derogatory and weak. To this attitude it can only be repeated that the change involved in making a trial of the system is very slight, that it saves trouble, and that, in fact, there can be nothing unworthy of the most sensitive honour in a plan which has long been in operation in some of the offices of the highest standing, while the desire to take part in protecting the honour of the profession may reasonably outweigh private considerations. The fact, however, that such a feeling does at present extensively prevail should induce care in recommending the system. At the annual meeting of the society in July one of the speakers said that what was wanted was a manifesto of what the practice is in the higher ranks of the profession, and some rules as to the best way of conducting a solicitor's office, because these things are managed by professional feeling and etiquette. On the other hand, solicitors are apt to think, and rightly in many cases, that they know best how to manage their own affairs, and are not very ready to yield to example, however good. There is, however, a wide if not universal feeling among solicitors that at any sacrifice the profession should be purged from the humiliating disgrace and suspicion recently caused by a few lamentable cases of misappropriation, and it may be well for each individual member of the profession to say whether he is ready in his own case to assist in building up a professional practice which might tend to prevent the recurrence of such cases.

To pass on to more prosaic matters, it may be useful here to describe shortly, on the footing that two banking accounts are kept, a simple form of double entry book-keeping for a solicitor's practice, whether large or small, always premising that other systems may be more perfect or better suited to the requirements of individual cases. The most important book in any system is necessarily the cash book. A form of cash book is suggested in Appendix B. It is intended to be a simple register day by day of every cash transaction. The fullest details should be entered at the time. The next book in importance is the "disbursement or petty cash book"; a form is suggested in Appendix C. The left-hand side is in the ordinary form, separating clients' disbursements from office disbursements. The right-hand side of the book is intended to ensure that there are no unsettled advances or accounts as between the cashier and the managers and clerks to whom he daily hands money to disburse. When at the end of each week these advances are closed, the payments which the managers have made for clients or office purposes are entered in the "accountable cash" columns, and are entered also in column 5 or 6. To enable the cashier and also the principal or the auditor to check the cash at any moment, the book is kept on the American or banking plan of carrying out into an outer column the resulting balance after each receipt or payment, thus avoiding any casting up of long columns. The entries of the daily work throughout the office may with ordinary care, such as any other system demands, be made on loose sheets specially appropriated to this purpose. A separate charge sheet is issued for each client or matter for each day's work or disbursements. It is true that separate sheets for each matter and each day make the draft bills and books bulky, but it is found that the saving in delay and labour outweighs the cost of paper and inconvenience of bulk. All copying and transcribing is saved, and the original entry is preserved and is used in finally settling the draft bill. An index of bills, numerical and alphabetical, must be carefully kept (see form in Appendix D). At fixed intervals, say once a fortnight, the total of clients' disbursements as entered in the current charge sheets is agreed with the total of clients' disbursements for the period in the petty cash book. If any charges are wanting, sheets must be made out for carrying the payment into the proper bill. The law stationers' and other accounts should appear on the sheets. The result is that for each period, while the facts are all fresh in mind, every client's disbursement is entered in the proper bill. Mr. Woodman in his useful book says it is very unsafe and inconvenient to post from the clients' column in the petty cash book direct to the draft bills, and this is doubtless true if it is done haphazard as to time and manner, but if done as above described, and scrupulously verified by an exact agreement each fortnight, it is as safe as any other plan, and much simpler. The cashier then closes his petty cash book down to date, as regards the clients' disbursements for the period, and the totals of the petty cash book and on the charge sheets are agreed, and also the balance in the cash box examined, and all verified with the solicitor's initials. According to this plan a disbursement day book and

a disbursement ledger are altogether dispensed with. In the systems recommended in the publications on solicitors' book-keeping there will be found elaborate methods of posting clients' disbursements to separate accounts, and crediting the amounts from time to time included in bills of costs, distinguishing amounts actually recovered from the client, and bringing down disbursements still outstanding, which again appear in the periodical balance-sheets. The systems are admirable, if practicable. It is believed, however, that in the great majority of cases such elaborate accounts are not in fact kept written up closely, and in any case they involve much expense and loss of time. These disbursements are very numerous and often of small amount. It is of supreme importance that no delay should arise in making out bills of costs, and if the disbursement accounts and ledgers are not written up the alternative is to select out the items more or less accurately from the petty cash book. On the whole, therefore, it seems better to rely on the method of transferring the items of client's disbursements direct to draft bills of costs every week or fortnight with an immediate checking and agreement of the total amount once for all. If desired at the end of the year the total disbursements charged to clients in the bills of costs delivered and in the undelivered draft costs during the period might be compared with the totals of the petty cash book. Owing, however, to the great number and miscellaneous character of these disbursements and their small amount, in many cases the agreement would not come out exactly, and the labour and expense of tracing out the difference would exceed the advantage. The system above described ensures that every week or fortnight the items are entered in the draft bills, and ordinary care in the subsequent making out of the costs should suffice to preclude errors or omissions of any moment. After this agreement of the cash disbursements, the current sheets are distributed and appended to each client's bill. The result ought to be that at any time the solicitor can call for any client's bill and find the draft completed down to date, with all the client's disbursements carried in, ready for settlement; and thus partners' and managers' diaries, and day books, and costs day books and costs ledgers are all rendered unnecessary. At the end of each month the delivered bills are bound or put away together in order of date, and the dates of delivery are entered in the alphabetical index. Fair copy bill books are not necessary. As regards counsels' fees, they are paid by separate cheques, and not through the petty cash book. A counsels' fee account will be opened in the ledger to provide the double entry. The risk of loss or misplacing of the loose charge-sheets and loose bills is sometimes urged as an objection to the system above described, but in practice this is not found to be a serious risk; nor, indeed, greater than the risk of omissions or errors in the copying out of costs from diaries and sheets into day books and thence into ledgers, and again often into draft bills for settlement. On the system here suggested the original entries are only once copied after settlement for delivery, and often are not copied at all, but the items are carefully settled and cast, and the total amount rendered in the form of a summary, which some clients prefer. It is, of course, essential that the numerical series of bill sheets, running with the index should be kept with rigid accuracy. At the end of each month the amounts of the bills delivered are entered in a "Bills delivered book" (see Appendix E). This book forms the double entry which balances the debits of the same bills to the clients in the ledger. Sometimes the bills delivered are posted through the journal to a "costs account," which is perhaps more accountant-like and may have advantages, but is not essential if the "Bills delivered book" is regarded, like the cash books, as part of the double entry system. All amounts received for copies or other small payments for costs should also be credited at the end of each month in the "Bills delivered book," to balance the receipts of cash paid in to the banking account. In like manner abatements, or deductions, or bad debts, may be debited direct to "bills delivered" and credited to the ledger account of the client, or may, if desired, be carried through the journal to a separate ledger account. The professional auditor may, with great advantage, be called in at the beginning of each month to see that the banking accounts, cash book, and petty cash book, and bills delivered book, are properly closed for the previous month. This is a help against arrears and a safeguard against any possible fraud or embezzlement, and involves but little expense if the accounts are well kept. If the solicitor keeps his own books —which he may well take pride in doing—no further checking will be necessary. But otherwise he ought every month to call over and agree the cash book with the pass-books, and the petty cash book receipts with the cheques for disbursements, and the counsel's fee account in the ledger with the vouchers; and it will be obvious that the clerks who keep the several books should not assist in the calling over. The bills delivered book should also be examined monthly and the draft list of new bills to be opened, to see that the right persons are debited and that separate bills are opened when desirable.

At the end of each year (or each half-year) the resulting profit and loss account and the balance-sheet are made out. For this purpose a list is prepared from the alphabetical index of all bills undelivered as on the last day of the period. This process leads to the production of and checking of all the undelivered bills, and if any are missing that fact is discovered. Then every bill which can be settled is settled and if possible delivered. The practical importance of this step will come home to every solicitor. Then the bills which cannot be settled are estimated (see Appendix F). Care should be taken to keep the estimates well within the amount at which the bill will probably be settled. The estimate includes counsel's fees and covers the whole bill, however far back it may extend, and is not limited to the current period, although all that has to be done on each occasion is to add the estimate of the work done during that period to the estimate last made. The total amount of costs undelivered as at the end of the period (including any delivered subsequently) is thus ascertained, and, being added to the total of the "bills delivered" for the period, less the undelivered total at the commencement of the period, represents the total business done. Other sources of professional income, such as interest on investments or loans, premiums with articled clerks, and other receipts, will be dealt with in the same way, and the result of the period shewn. Then, on the other side of the account, all the outgoings must be similarly treated, to shew the amounts which properly belong to the period under review. A form of such statement of results will be found in Appendix G. This statement will be entered in the books as a debtor and creditor statement to maintain the double entry agreement, and the ledger and private ledger will be closed. The estimated amount of undelivered bills will be credited to the profit and loss account, and the same amount will at the same time be debited to the next profit and loss account, and will stand as a debit balance until the end of the next period. In this way the double entry is maintained. The same applies to all the other estimates, whether credited to the profit and loss account and debited to the next account, or debited to profit and loss and credited to the next period. Many solicitors object to estimating undelivered costs, and some object to take account of any costs, even if delivered, until actually paid. And this is a very wholesome rule as regards drawings on account of profits, which ought beyond all question to be kept well within actually realized cash profits. The system of dividing the banking account into two parts assists this most necessary precaution, inasmuch as the balance on the solicitor's own banking account (after deducting debts owing and partners' capital) will at any time shew what is in hand from profits actually realized and available for distribution among partners or to be drawn out by the solicitor as income. But to disregard altogether the undelivered costs or the unpaid costs may be misleading, and may lead to serious consequences. But it may be most misleading as regards a solicitor's actual income. A solicitor ought to know what he is earning, and what his outgoings are year by year, and to be able to compare one year with another. It may easily happen that in any particular year costs may be received which were earned years before, and this circumstance may lead to an erroneous idea that the current yearly profits are much in excess of what they really are. A balance-sheet will also be prepared shewing the position of the business as to partners' capital, which indirectly ascertains the profit or loss from a different point of view. Most solicitors will also desire to ascertain the details of the office expenses, abatements, bad debts, and other incidents of their business, and to compare them with previous years. This is readily done by subsidiary accounts written up from time to time and balanced. (See forms H, I, J, and K in Appendix.) But however useful and necessary these analytical details are, they form no necessary part of the daily register in the cash books and do not affect the double entry system. The necessary books on the system above described would be as follows: (1) Cash book, (2) petty cash book, (3) bills delivered book, (4) ledger, (5) private ledger, and (6) journal. Attention may again be called to the great advantage which attends the employment of a professional auditor to superintend the book-keeping from time to time, and to audit and certify the books and profit and loss accounts and balance-sheets. The one thing, however, which is essential, whatever system of book-keeping may be used, is that the books should be kept regularly and promptly written up and balanced, and that the solicitor should by their means know at all times how he stands with his clients, with the world, and with his business.

THE AFFAIRS OF MR. B. G. LAKE.

The public examination of Mr. Benjamin Greene Lake, solicitor, Lincoln's-inn-fields, commenced on the 26th ult. Mr. Chapman attended as Official Receiver. We take from the *Times* the following account of portions of the examination:

Examined by Mr. Chapman, the bankrupt stated that he became a partner in the firm almost immediately after he was admitted a solicitor in 1861. The business had been carried on for many generations. Mr. Beaumont, one of the partners, died in 1894, and since then he (the bankrupt) and his cousin, George Edward Lake, were the sole members of the firm, except that there was a salaried partner during the last five years. The salaried partner, who retired in February last, was precluded by agreement from interfering in the finances of the firm. Each partner had his own clients. He had supplied the official receiver with a list of those clients for whose business he was primarily responsible and of the companies of which he had been a director. The companies included the Equitable Life and Equitable Fire offices, the Law Guarantee, and the Law Debenture. He was also much engaged in other professional matters, having been chairman of the Incorporated Law Society and of what was known as its Disciplinary Committee. Mr. Chapman.—Is there any date from 1888 downwards when you were solvent? The bankrupt.—Until the 14th of December last I thought I was solvent. He added that his investigation of his affairs since the receiving order had shewn him that the firm had not been solvent since 1888, although he personally was solvent. He accounted for his present position chiefly by two large items, one of which was the loss of some £43,000 in respect of the Blyth debt, and the other his cousin G. E. Lake's loss of upwards of £97,000 by speculations in Kent coal shares. He had drawn up and signed an explanatory statement which he wished to be put in. Mr. Chapman said he proposed to read the statement, which was as follows: After the retirement of his father, Mr. George Lake, in August, 1875, the late Mr. George Edward Lake took entire charge of the accounts of the firm and managed all investments and remittances. No cheque was signed or cash account delivered except by him or after his approval. Neither Mr. Beaumont nor I interfered with the ledgers, and I doubt whether during the whole period I had a ledger in my hand more than 20 or 30 times, and then only if a question arose during an interview with a client. To all my clients I was in the

habit of saying that the accounts were not in my province, and that a statement of any required account should be prepared and sent. On one occasion some three or four years ago, or perhaps more, I sent out two cash accounts which Mr. George Edward Lake had not seen, and he asked me not to do so again as he liked to see all cash accounts before delivery. Unless he brought before me some balance, which formerly he did very seldom, and of late never, I did not know how clients' accounts stood. If I required money for myself beyond what was paid to my account under standing order I used to tell my cousin a short time beforehand and he would arrange the matter either at once or after a short delay. He never told me, or gave me reason to suppose, that these moneys were found from clients' balances, or that the firm was in any financial difficulties. On the contrary, in April or May, 1899, when in anticipation of the marriages of my son and daughter I asked him on what I could rely in the event of my death besides my policies and personal property, he told me that my estate would, in that event, receive not less than £10,000, and I made my arrangements on that footing. My cousin's ruin was caused by his speculations in Kent coal shares. The firm were solicitors for the Kent Coal Syndicate and for the Kent Collieries Corporation, who took over its undertaking. The enterprise was, as it has since shewn itself to have been, one of great value, but its time had not come. At first I was not mixed up in the speculation, but after a time, on my cousin s urging me to help, I purchased shares through Messrs. Hayes & Sons. I also gave orders to Messrs. Emberson & Hall for my cousin and on his indemnity. I was not interested in this account, and refused to go deeper into the speculation. When the crash came in the autumn of 1897 my cousin and I talked the matter over. I told him that if the firm could afford to pay interest I could provide security for Messrs. Hayes He did not tell me the amount he had at stake, but replied that he could arrange matters, and to this I agreed. He regularly paid interest to Messrs. Hayes, and paid off Messrs. Emberson by monthly instalments. I did not know till after his death what payments he made to his own brokers nor what money he had employed. No part of Messrs. Hayes's claim was paid by the firm. I regarded their mortgage as of ample value. It is right to state that not only had I a large share of the practice, but that for many years I have given a great deal of time and attention to professional and other matters not connected with the firm. I was much pressed by my own business, a considerable portion of which was connected with railway and other companies and took me away from the office. Except when opening the morning letters my cousin and I often scarcely met during business hours.

Examination continued.—G. E. Lake was responsible for the advances to the Blyth family, although he (the bankrupt) knew of them. The advances were made on the security of certain property which yielded a sum sufficient to pay the interest on the debt until 1881, when a company which had been floated in connection with the business failed. He was not aware that the advances exceeded the amount of the mortgages taken as security. In 1882 he found out that the debt was doubtful and discussed the position of affairs with his partner. He did not know what was the financial position of the firm at that time. He did not know whether all the advances were client's moneys; some of them were. Mr. Chapman.—Did it not occur to you in 1882 that it was desirable to have a statement prepared shewing the firm's position? The bankrupt replied that he believed statements were prepared every year. Mr. Chapman.—Had you not the curiosity to inquire what they shewed? The bankrupt.—Never the slightest object or desire to inquire. Mr. Chapman.—Although you had a debt of £40,000 on your shoulders. The bankrupt stated that there was no pressure in respect of the debt, and he had absolute confidence in G. E. Lake, in whose hands the accounts were. Examined further as to the loss in Kent Coal shares, the bankrupt stated that his own investments in them did not exceed £25,000. These were purchases, and not speculations. He could not say whether his partner's dealings in them were speculations or not. He was not aware of the extent of his partner's commitments until after his death. His partner told him that his commitments did not affect the firm. G. E. Lake possessed means apart from the firm. He never had any suspicion that G. E. Lake was using the moneys of clients. Mr. Chapman.—You say that when you wanted money beyond what was paid to you under standing order you went to your cousin and parner, G. E. Lake; did you raise the question where the money was to come from? The bankrupt.—Not in the slightest degree. It did not occur to him that there was any possibility of his account being overdrawn. No statement was prepared at the time of Mr. Beaumont's death in April, 1894. He (the bankrupt) had since become aware that his account was overdrawn at that date. In 1882 it was arranged that he should draw £125 a month, and his cousin slightly less. These drawings he used for housekeeping; if he wanted any other moneys for investment or otherwise he asked his cousin for them. On the 24th of October last his cousin went abroad. On the 13th or 14th of December last he discovered that he was in difficulties, the fact coming to his knowledge in consequence of a communication made to him. The reasons why he did not at that time place his position before his creditors were stated in a note which he then prepared and signed. This note was then sealed up and was not opened until the 17th of December last. It was then opened in the presence of various people, including his counsel, Mr. Richards, Q.C. Mr. Chapman then read the statement as follows: "My cousin George died at Berlin on the 27th of November last. For many years prior to, and up to, the time of his death, he had the exclusive management of the accounts of the firm. I never referred to the ledgers, and left everything in his hands. I do not think that I ever directed the drawing of any cheque (except on my own account) unless George had ordered or approved it, though I may occasionally have done so, and all cash accounts sent to clients were invariably submitted by the cashiers to him for approval. I know that George was, in consequence of his connection with the Kent Coal companies, very much embarrassed, for I had frequently during the past two years helped him to meet pressing claims, though with difficulty. I did not know how heavy his troubles were, or that he had undertaken very large payments for others, whom he desired to help and thought would in their turn would help him. I spoke to Mr. Cox, our chief cashier, about some of these, and he, in the course of the interview, and with some apology for an apparent interference with my own affairs, said that he believed I was not aware of the state of [illegible] accounts, or of the extent to which moneys had been paid out to meet Kent coal and other liabilities, and that I ought to look carefully into the accounts before making my son a partner. He knew that I was framing heads of articles to meet the changes consequent on George's death. I was seriously alarmed, and asked Mr. Cox to let me have a list of the clients whose money the firm had in hand, and let me have it without delay, which he promised to do. A day or two later he placed a list in my hands which horrified me. It was evident that about £90,000 of clients' money would have to be accounted for, George having—without any intention to do wrong, I am satisfied—drawn for payments against his liabilities and then found the firm balance too depleted to enable him to properly deal with the client's claims. I saw that the position must be laid before my uncle George, to whom I wrote; and I told Jack, without disclosing the whole position, that the question of partnership must stand over for the present; and I directed Mr. Cox to make out fresh applications for the practising certificates so as not to shew Jack's name as that of a member of the firm. I had been living at the Inns of Court Hotel in order to be able to arrive at Lincoln's-inn early and remain late, but on Thursday, the 14th of December, I went home and told my wife the whole story, and that I had decided, if my uncle was prepared to help to a substantial amount, to endeavour to keep the business, even at the risk of thereby making myself open to very grave censure, as it was my duty to let the clients know of the position. I told her that I had again written to the president definitely resigning the chairmanship of the Discipline Committee (which I had been pressed to retain, when I first wrote after George's death, on the ground of the greatly increased work), and had put the Priory into the hands of Messrs. Walton & Lee for sale, so that our expenditure should be cut down as much as possible. Uncle George on Friday went into the figures with me. He was dreadfully shocked, and agreed that, in order to save the name I was right to go on if possible, and he would help to the extent of £25,000 or £30,000. I make this record because I may die or fail to save the firm, and wish my own name to be in that event clear to my immediate family. But nothing must, or with my consent shall, be done to reflect upon George. Nor do I in any way blind myself to the terrible responsibilities which I must bear. Benj. G. Lake, December 16th, 1899." "I have read the above, and consider it to be a correct statement of facts to the best of my knowledge. Herb. R. Cox, December 16th, 1899."

The bankrupt was then questioned as to the circumstances in which a number of his clients were now creditors on the estate. Miss Colthurst, a creditor for £154, was, he said, a class of creditor who would always exist where a firm was stopped, the debt representing income received since the end of the previous half-year, which would in the ordinary course have been duly paid over. Mr. Chapman.—Did it not occur to you that the moneys received on behalf of clients should have been paid into separate accounts? The bankrupt said that this was done after the 1st of January last. As regards a sum of £679 balance of money received by the firm some time since in respect of the sale of certain property, he could give no reason why the money was not paid over to the client at once. He did not attend to the accounts, and was not aware that the money had been received and not accounted for. Another client was a creditor for £2,140 in respect of a balance of her share under a will, the money having been received on the 16th of November, 1899. The money was received by him or with his knowledge, but was left to his cousin to pay over. He did not do so, however. He (the bankrupt) did not seek to justify the retention of his clients' moneys; he did not know that they were retained. In respect of the trust of the separate estate of Kekewich, a sum of £5,119 was placed on deposit at the London and County Bank, Knightsbridge, and in May, 1899, the deposit notes were shewn to the trustees, but the money was subsequently withdrawn. It must have been withdrawn by himself or his cousin. It was not withdrawn by himself. Miss Mary Lake had tendered a proof for £1,749, which he did not dispute. It appeared that the money ought to have been invested. She was one of his own clients.

At the rising of the court the further examination was adjourned to the 4th of December.

THE WORKMEN'S COMPENSATION ACT, 1897.

The following paper was read at the Weymouth meeting of the Incorporated Law Society by Mr. J. H. Cooke, President of the Chester and North Wales Incorporated Law Society:

The Workmen's Compensation Act, 1897, came into operation on the 1st of July, 1898, and at a meeting of this society, held at Swansea in October, 1898, I had the pleasure and honour of reading a paper on the subject of this Act. Having regard to the importance of this legislative enactment, and the numerous decisions by the Court of Appeal relating to its application, I concluded it would be interesting to submit for the consideration of the members of the society some statistics relating to the working of the Act, and also to consider the legal questions which from time to time have come before our courts of law. There is no doubt that when the Act was passed there was amongst employers a widespread feeling of dangerous consequences, also a fear of the additional financial burden placed upon them; but I submit that now it is generally admitted that the Act has been a great success, that the litigation has not been so serious as was anticipated, and that after the decisions of the Court of Appeal upon points which required elucidation, it is probable that in future years this new piece of social legislation will become more popular, and that it will ultimately secure additional safety for the workmen without causing friction with the employers. From the Government returns published by

the Home Office in July last, we get for the year 1899 the first complete year's record of the working of the Act. From the statistics there given it appears that during the year 1899 there were 1,347 claims dealt with by the county court judges and county court arbitrators. Of this number 999 were actually decided upon; 828 being decided by the award of the judge, and 98 by the award of the arbitrators appointed by the judges, and 73 by the acceptance of money paid into court. The remaining 348 cases were withdrawn, settled out of court, or otherwise disposed of in such a way as not to enable the officials of the court to state definitely the results. Of the 999 cases officially settled within the cognizance of the courts the decision in 753 was for the applicant, and in 246 for the respondent. In 317 cases the award was a lump sum, in 418 a weekly payment. In 225 cases compensation was awarded on account of death, and the total amount so awarded was £37,904, giving an average of £173 1s. 7d. in each case. There were 92 cases in which the compensation for injury consisted of a lump sum. In 12 of these cases the plaintiff accepted money paid into court; in the remaining 80 cases a lump sum was awarded in lieu of weekly payments by consent of the parties. The total amount in these cases was £2,954, giving an average of £32 in each case. Of the 418 cases of injury in which a weekly sum was assigned there were 169 cases of total, and 249 cases of partial, incapacity. The average weekly allowance in the former was 10s. 11d., in the latter 9s. 2d. The number of cases under the six heads of employment to which the Act of 1897 applies are: Railways, 104; factories, 686; mines, 233; quarries, 51; engineering works, 114; building operations, 159; total, 1,347. These figures are interesting, but the Government return concludes by stating that the information which they give can only be obtained from returns of the cases actually coming before the courts, and it is obvious that a large number of cases under the Act must have been settled privately without litigation, and the Home Office points out that the insurance companies could give valuable figures as to the general working of the Act. I therefore wrote to one of the largest companies dealing with this class of insurance—viz., The Ocean Accident and Guarantee Corporation (Limited), and their figures are somewhat startling. It will be remembered that the Government returns for 1899 only deal with 1,347 cases, but the insurance company I have before referred to inform me that they have issued between 50,000 and 60,000 policies to employers of labour throughout the country, and these policies represent a total wage bill of over eighty millions sterling per annum. Further, they state that approximately upwards of 100,000 accidents have been reported to them since the Act came into force, and of these about 1,700 terminated fatally. They further add that the number of permanent disablement cases dealt with by them runs into thousands. From this we may deduce that by far the larger number of cases are settled out of court through the insurance companies without litigation; and inasmuch as this company state that they were the pioneers in quoting reasonable rates, and that their action had the effect of breaking up a combination of offices seeking to obtain exorbitant and prohibitive premiums, we may conclude that they have been able to effect a large number of insurances under the Act, and that, therefore, the statistics which they furnish will cover a large portion of the country and enable us to conclude that the Act is evidently working satisfactorily and without friction between employer and employed. In addition to the 1,347 cases which actually came before the courts for adjudication, there were 763 in which memoranda were registered in the county courts under Schedule II., clause 8. Of these 763 cases, 651 were settled by agreement, 89 by committee, and 23 by arbitrator, but in many instances the memoranda of agreement were not registered. It is somewhat curious that the average compensation agreed upon or awarded by committee or arbitrator in the case of death is £173 14s. 5d., almost exactly the same figure as the average amount awarded by the county court, and the average weekly payment in cases of total incapacity settled by agreement or by committee or arbitrator is 12s. 3d., and in cases of partial incapacity, 11s. 6d. It is further interesting to point out that the number of cases arising under the Employers' Liability Act, 1880, is gradually diminishing, for in 1897 there were 688 cases, with £15,114 awarded for damages, whereas in 1899 there were only 505 cases, with £10,679 damages. This shews that the Workmen's Compensation Act has been resorted to in many cases, whereas in previous years the claim was made under the Employers' Liability Act. In fact, the Government return contains the following paragraph: "It would appear that in mines the Workmen's Compensation Act, 1897, has practically displaced the Employers' Liability Act, and in railway works has taken about half the cases; while in factories, quarries, buildings, and engineering works the reduction in the number of cases is comparatively small. It is curious that in the employments not within the Workmen's Compensation Act there is a reduction in the number of cases to one-fourth of what it was in 1898." I happened to be attending a political meeting about three weeks ago, when a workman—evidently well conversant with the working of the Act—pointed out in his speech that the returns I have before referred to shewed that the average amount of solicitor's costs under the Compensation Act is £11 14s. 6d. as compared with £21 2s. 3d. under the Employers' Liability Act. I feel sure that this reduction in solicitor's costs will be a source of gratification to all those whom I am now addressing. Possibly the Home Office did not remember that the court fees are less. As to the local distribution of cases it appears that Bow County Court deals with more claims than any other county court in England and Wales, and that the cases under the two Acts taken in this court amount to just one-twelfth of all the cases taken in the 505 county courts in England and Wales. The number of cases carried to the Court of Appeal was fifty-four, or four per cent. of the cases that came before the county courts. There were twenty-three appeals by workmen and thirty-one by employers. Of the former, five; of the latter, twelve were successful. There have been forty-seven schemes of compensation under the Act certified by the Registrar of Friendly Societies affecting 131,000 workmen. In 1899 the number of deaths by accident and of claims for compensation consequent thereon were 2,053, being as follows: Railways, 445; factories, 701; mines, 816; quarries, 91—total, 2,053. Arising out of these 2,053 deaths there were 291 cases brought before the county court under the Compensation Act, and twenty-eight under the Employers' Liability Act. The other cases must have been dealt with separately by agreement or otherwise. The Government return states that there seems to be reason to think that the Home Office calculation made before the Act came into force, that 150,000 accidents a year might fall within its scope, is too low rather than too high. Even at this figure, however, the percentage of litigated cases is less than 1 per cent. I now come to the question of the decisions of the Court of Appeal as to the construction of the Act, and we may well divide these under the following heads:

1. What is an "accident" under the Act?
2. What accidents "arise out of and in the course of employment"?
3. The employers within the Act.
4. The mode of assessing damage payable under the Act.
5. Points of procedure.

I. *What is an "Accident"?*—With reference to this point there seems to have been only one decision, *Hensey* v. *White* (69 L. J. Q. B. 188, 63 J. P. 804, 81 L. T. 767). In that case a workman, whilst engaged in the ordinary course of his duty in attempting to turn a wheel for the purpose of starting a gas engine, ruptured some blood vessels in his stomach and died. It was proved that he was suffering from slight chronic inflammation of the stomach at the time of his death. Held that death was not caused by an accident within the meaning of the Act. Lord Justice Smith, in deciding this case, stated that the post-mortem examination disclosed the fact that the man's internal organs were not in a natural state. The county court judge decided on the evidence that death was caused by disease by bleeding brought on by the man doing his ordinary work. Lord Justice Collins said "accident" was entirely absent from this case. When the facts are looked at it appears that what the man did was done deliberately and in the ordinary course of his work, and nothing occurred which was fortuitous or unforeseen; and Lord Justice Vaughan Williams said "the primary cause of death here was the diseased condition of the man's body." From this decision we may probably deduce that a case of death occasioned primarily by heart disease, although also induced by work which a workman has to carry on in the ordinary course of his employment, would not come within the term "accident."

II. *What Accidents "arise out of and in the Course of Employment"?*—These words have probably occasioned more litigation than any other words in the Act. In the case of *Smith* v. *The Lancashire and Yorkshire Railway Co.* (1899, 1 Q. B. 141, 68 L. J. Q. B. 51) a ticket collector was killed in consequence of getting on to the footboard of the train in motion to speak to a passenger. The county court judge found as facts that the deceased was on the day of the accident in the employ of the defendants, and that his day's duty was not finished at the time of the accident, but that he did not get on to the footboard for any object of the defendants, but for his own pleasure. It was held that the Act only applied to accidents arising both out of the employment and in the course of employment, and that on the finding of the county court judge the accident had not arisen out of the employment of the deceased. Lord Justice Smith in his judgment points out that it is necessary to shew that the accident which caused the injury was one arising out of and also in the course of such employment. Both must be established. In another case, *Lowe* v. *Pearson* (1899, 1 Q. B. 261, 68 L. J. Q. B. 122) a workman was employed at some pottery works; his duty was to make balls of clay and hand them to a woman working at a machine. The workman had nothing to do with the machine, and was expressly told not to interfere with it; the workman, whilst the woman was temporarily absent from the machine, attempted to clean it, and his hand was caught in the machine. It was held that the accident did not arise out of and in the course of his employment, and therefore he was not entitled to compensation. The county court judge on the hearing of the case had found that the respondent knew that it was against orders for him to clean the machine, and that he went about the cleaning in a careless and reckless manner; yet that he was attempting to clean it with a view of furthering the work, and that his conduct did not amount to serious misconduct. Lord Justice Smith said that the county court judge having found that he knew it was against orders for him to touch the machine, the accident could not have arisen "out of and in the course of his employment." In meddling with the machine he was doing something entirely out of the course of his employment. In the case of *Holness* v. *Mackay* (1899, 2 Q. B. 319, 68 L. J. Q. B. 724), a firm of contractors under a contract with the railway company for ballasting a siding, which was separated from the main line by several lines of rail. The siding could only be reached by walking for a considerable distance through the premises of the railway company, and the workmen were advised by the contractors, with the authority of the railway company, to enter the premises by a gate, from which a path led by the side of the railway to the siding which was being ballasted; it was not necessary, while following this route, to go upon the main line. On a foggy morning, seven minutes before the hour for the commencement of the day's work, a workman in the employ of the contractors, while on his way to his work at the siding, was killed on the main line, about 150 yards from the locality of his work. It was held by Lord Justice Smith and Lord Justice Vaughan Williams (Lord Justice Romer dissenting) that it was no part of the contract of employment that the employment should include the time taken in getting to and from the work; that, under the circumstances, the contractors owed no duty to the workman while proceeding to the work; and that, therefore, the accident

did not arise out of and in the course of the employment. Lord Justice Smith stated: "The present case seems to me like the case of a man who meets with an accident while passing along a highway, or any other way, in order to get to his work. I do not think it was part of the contract of the employment that the employment should extend till the deceased got to the place where his work was, or, rather, should include the time taken in getting to that place; nor can I hold that he had, in contemplation of law, begun his work when he had not got to the place where his work lay, and the time for commencing work had not arrived." The same principle was practically involved in the case of *Davies* v. *Rhymney Iron Co.*, reported in the *Times* of the 6th of April last. This was a case where a workman was injured on a train which the railway company allowed their workmen to travel home by from their work merely as a matter of convenience to the men, and this arrangement was held to have no connection with the employment and not to have arisen out of or in the course of it. It will be noticed that in both the above cases employment had not actually commenced. The case of *Holmes* v. *The Great Northern Railway Co.* (16 Times Reports 412), however, shews the distinction which must always be borne in mind as to an accident occurring during the period of employment. The facts of this case were that a man employed by the railway company as engine cleaner was ordered to go to Hornsey, no particular direction being given as to how he was to get there, and he went by train, and in crossing the line on arrival was killed by a passing train a quarter of an hour before his working time commenced. The court held this accident to have arisen out of and in the course of his employment, finding a difference to exist between the beginning of employment and the beginning of work; thus in Holmes's case he had begun to work by carrying out a direction or order which was given. In the two previous cases no order had been given and no work commenced. The case of *Ross* v. *Thomas* (1899, 1 Q. B. 1015, 68 L. J. Q. B. 539) shews that a wide interpretation has been given to the Act. In this case it appears that a workman who was a fireman employed in a mine while in the course of his duty carrying a report from the pit to the office got on to a tram truck running in the direction in which he was going. He had no business to be upon it. The tram-horse ran away, the workman endeavoured to stop it and in doing so was killed. Held that the workman was acting in the interests of his master in an emergency which suddenly arose, and the accident arose out of and in the course of his employment within the meaning of the Act. Lord Justice Smith pointed out that under the circumstances there was no doubt that the accident arose out of his employment, and inasmuch as he was taking a report to the office in the ordinary course of his duty it must also have arisen in the course of his employment. In the same way in the case of *Devine* v. *The Caledonian Railway Co.* (1899, 36 Scotch Law Reports 877). It was decided that a railway carter who is injured while stopping his horse which had started off inside the railway company's goods shed was injured in the course of his employment. Lord Kinnear, in *Durham* v. *Brown Brothers & Co. (Limited)* (1898, 36 Scotch Law Reports 190), held that "a man does not cease to be in the course of his employment merely because he is not actually engaged in doing what is specially prescribed to him, if in the course of his employment an emergency arises and without deserting his employment he does what he considers necessary for advancing the work in which he is engaged in the interest of his master."

III. *The Employers within the Act.*—Another class of cases arises out of section 7, which relates to work "on or in or about a railway, factory, mine, quarry, or engineering work, and to employment by the undertakers on, in, or about any building which exceeds thirty feet in height, and is either being constructed or repaired by means of a scaffolding, or being demolished, or on which machinery driven by steam, water, or other mechanical power is being used for the purpose of the construction, repair, or demolition thereof." In connection with this section, it has been decided in *Mellor* v. *Tomkinson & Co.* (1899, 1 Q. B. 374, 68 L. J. Q. B. 214) that "a building on which machinery driven by steam, water, or other mechanical power, is being used for the purpose of the construction, repair, or demolition thereof," need not exceed thirty feet in height in order to come within the provisions of the Act. With reference to the question of height, it was decided that in *Billings* v. *Holloway* (1899, 1 Q. B. 70, 68 L. J. Q. B. 16) that the Act does not apply to employment on a building in the course of construction which at the time of the accident does not exceed thirty feet in height, but which when completed will exceed that height. The section has received further judicial interpretation in the case of *Hoddinott* v. *Newton Chambers & Co.* (1899, 1 Q. B. 1018, 68 L. J. Q. B. 495). In that case it appears that the employers had undertaken to *strengthen* a structure recently built by the insertion of iron stays. The building was twenty-eight feet in height measured to the top of the upright walls, and thirty-six feet high measured to the top of the roof, and that the deceased workman at the time of the accident was standing on a temporary structure set up inside the building, consisting of three planks placed on two trestles and resting on ledgers; the planks being eight feet above the ground, and that he fell while lifting an iron stay and received fatal injuries. Held, that this was a building which exceeded thirty feet in height, but that it was not a building that was being either "*constructed* or *repaired*" by means of scaffolding. In the case of *Maude* v. *Brooke* (1900, 1 Q. B. 575) a new house more than thirty feet high, which had been roofed in and workmen employed by the builder were plastering the walls and ceiling inside the house, for which purpose trestles and boards were being used. One of the men, whilst standing on a floor on the top of the landing, plastering the walls, fell down the well of the staircase, there being no railing, and was killed. At that time other workmen were at work using trestles on which loose boards were placed four feet high in order to reach the ceilings. The county court judge found for the plaintiff and awarded the widow of the deceased a lump sum. Held by Lord Justice Smith and Lord Justice Rigby (Lord Justice Collins dissenting) that there was evidence to justify the finding of the county court judge, that the arrangement of trestles and boards was a scaffolding within the meaning of the Act. Lord Justice Smith, in his judgment, says: "There is no provision in any part of the Act that where a building over thirty feet high is being constructed by means of scaffolding, the scaffolding itself must be thirty feet high. We have already held that it is immaterial whether the scaffolding is inside or outside the building. We have already said that we cannot lay down any comprehensive definition of what is scaffolding. In the present case it appears that if the trestles had been used outside, it would, I think, have been scaffolding. These were, however, being used inside the house to finish off certain work of construction which it was necessary to complete." A large number of cases have been decided upon the point as to what is employment "on or in or *about* a factory," and on these words it has been decided in *Flowers* v. *Chambers* (1899, 2 Q. B. 142) that employment on a ship lying in a dock is not employment "on, in, or about" the dock within the meaning of the section; but in *Jackson* v. *Rogers & Co.* (1899, 36 Scotch Law Reports 851) it was decided that a public dock-yard in which a firm of engineers had berthed a vessel in order to fit her engines, was occupied by them as a factory so as to entitle an injured man to compensation. The words of the section "employment on or in or about a factory" are somewhat indefinite, and two or three decisions have been given with reference to what is employment "about" a factory. In one case, *Powell* v. *Brown* (1899, 1 Q. B. 157, 68 L. J. Q. B. 151), the deceased was a carter in the employ of the defendants, who were the occupiers of a timber-yard, and that he was accidentally killed while engaged in storing timber on a cart belonging to the defendants, which was standing *immediately* outside the defendant's premises. The county court judge held that the deceased was employed "on or in or about" a factory, and it was affirmed by the Court of Appeal. In *Lowth* v. *Ibbitson* (1899, 1 Q. B. 157, 68 L. J. Q. B. 465), a carter while delivering sacks of flour *a mile and a-half away* from his employer's factory sustained injury, and the county court judge held that the workman at the time of the accident was not "about" a factory, and this decision was confirmed by the Court of Appeal. The workman is not entitled to compensation in respect of an injury which is attributable to his "serious and wilful misconduct," and in connection with this point there is an important case of *Rumboll* v. *Nunnery Colliery Co.* (63 J. P. 132), which decided that any conduct which is a breach of the rules and regulations of a mine of such a character as would render the person who is guilty of breaking them liable to punishment on conviction, is not, when the question of personal compensation comes before the arbitrator, to be held as *primâ facie* evidence that the act of the workman which caused the injury was "serious and wilful misconduct." The reason that led the injured man to break the rules must be carefully considered. And in another case of *McNicol* v. *Spiers & Co.* (36 S. L. Reports 428) there was a rule for the guidance of miners directing them to wait for thirty minutes before approaching any mine which, having been fired, failed to explode. This rule was not observed strictly, but on such occasions miners were in the habit of examining the shot-hole within what they considered to be a reasonable time from the moment of igniting the fuse. A miner who had the means of knowledge, but who did not actually know the rule in question, sunk a drill, inserted a charge, fired the fuse and retired. No explosion followed; within six minutes he ventured to examine; the charge went off and he was injured seriously. Held that his ignorance of the thirty minutes' rule did not amount to "serious and wilful misconduct." This obviously shews that rules should be printed and brought to the cognizance of the workman, as there cannot be a wilful misconduct if the workman is not acquainted with the rules.

(*To be continued.*)

LEGAL NEWS.

OBITUARY.

The death is announced of Mr. Robert Milnes Newton, barrister, who for many years was a metropolitan police magistrate. He was educated at Eton and Cambridge, and was called to the bar in 1847, and was subsequently appointed Recorder of Cambridge. In 1866 he was appointed a metropolitan police magistrate. He can hardly be said to have been very successful in that office; for, as the *Times* remarks, he was in the habit of placing rather undue reliance on the statements and discretion of the police.

APPOINTMENT.

Mr. Robert John Parker, barrister, has been appointed by the Attorney-General to be Junior Equity Counsel to the Treasury, in succession to Mr. Justice Joyce. Mr. Parker was called to the bar in 1883.

CHANGES IN PARTNERSHIP.

Dissolutions.

John Hunter, Edmund Child Haynes, and Robert Lewin Hunter, solicitors (Hunters & Haynes), 9, New-square, Lincoln's-inn. As regards the said John Hunter. Oct. 12.

John Alfred Percy Ingoldby and Henry John Adkin, solicitors (Ingoldby & Adkin), 4, Frederick's-place, Old Jewry. Oct. 26. Mr. Ingoldby will carry on his practice as heretofore at 4, Frederick's-place, Old Jewry, E.C. [*Gazette*, Oct. 26.

Frederick Thomas Keith, Henry Blake, Gerard Frederic Blake, and Aubrey Aston Blake, solicitors and agents (Keith, Blake, & Co.),

Norwich. Sept. 9. The said Henry Blake, Gerard Frederic Blake, and Aubrey Aston Blake will continue the business under the present style or firm of Keith, Blake, & Co. [*Gazette*, Oct. 30.

GENERAL.

Mr. Justice Joyce was sworn in before the Lord Chancellor on Wednesday and took his seat in court on Thursday.

It is stated that there is only one registration appeal as the result of the recent revision of the lists of Parliamentary voters.

It is announced that Lord Justice Romer, who has returned from South Africa, will resume his seat in the Court of Appeal on Tuesday next.

Up to the present time we believe that four election petitions have been lodged—namely, in respect of the elections at Pembroke Boroughs, Christchurch, West Islington, and Maidstone.

The Earl of Halsbury, who is a Past Senior Grand Warden of English Freemasons, is to be installed as the first Worshipful Master of the Devonians Lodge, which is to be consecrated at the Holborn Viaduct Hotel on November 8th.

According to the returns of the Bankruptcy department there were last year 373 women bankrupts, being sixty fewer than in the preceding year. Their assets averaged close on 10s. in the pound, and their total liabilities were only £233,000.

The annual dinner of the Central Criminal Court Bar Mess was held at the Trocadero Restaurant on Tuesday evening. Mr. Besley, Q.C., presided, and among those present were the Recorder of London, Sir Forrest Fulton, Q.C., and the Common Serjeant.

It is stated in several daily papers that the late Lord Chief Justice, by his will, devised and bequeathed all his property, freehold and personal, including the manor of Tadworth, and the estate of Tadworth Court and other properties specified in the schedule attached to the will, which, he stated, had been initialled by him; but that Lord Russell omitted to initial or sign the schedule.

A little humour, remarks the *Globe*, goes a long way at a meeting of the Incorporated Law Society. One of the speakers at the Weymouth meeting claimed that all solicitors were brothers. "Brothers-in-law," quickly came the correction. This was far better than the effort of the speaker who, saying that he was not "a highly-placed solicitor," added that he was not "even an Ely-placed one." After this exhibition of humour the attendance grew very small.

The Irish Michaelmas law sittings, which were opened on the 25th ult. at the Four Courts, will, says the Dublin Correspondent of the *Times*, provide the legal profession with several important cases. In the Court of Appeal a very interesting argument will take place on an appeal by Lord Gosford against the Land Commission, in which the methods adopted by the Court valuers will be impugned. A number of appeals from decisions of the Land Commission Court have also been entered by other Irish landlords.

The annual report of the Local Government Board shews that rates have recently been rising faster than ever before. In a little over twenty years they have increased in London from £4,028,676 to £10,604,462, and in the rest of the country from £14,877,561 to £27,000,906. In 1875 the outstanding loans of local authorities were equivalent to one-eighth of the National Debt; in 1898 the proportion was about two-fifths, the National Debt having fallen from 769 millions to 634 millions, the local debt having risen from 93 millions to 262 millions.

Messrs. W. Green & Sons and Messrs. Stevens & Sons (Limited) announce the publication shortly of the first volume of the "English Reports"—a re-issue, in 150 volumes, of the entire English Law Reports from 1800 to 1865. The editors will have the advantage, in matters of difficulty, of the opinion of the Lord Chancellor, the Lord Chief Justice of England, Lord Justice Henn Collins, Mr. Justice Wright, and the Attorney-General, who have kindly agreed to act as a consultative committee. Mr. A. Wood Renton, M.A., LL.B., barrister-at-law, is general editor.

The following circuits have been chosen by the Judges for the Winter Assizes, viz.—South-Eastern Circuit, the Lord Chief Justice and Mr. Justice Grantham, the former going the first part and the latter Judge the other part of the circuit; Western Circuit, Justices Day and Darling, the latter not joining until Exeter is reached; North Wales Circuit, Mr. Justice Mathew; South Wales Circuit, Mr. Justice Bruce; North-Eastern Circuit, Justices Wills and Kennedy; Midland Circuit, Justices Lawrance and Ridley; Oxford Circuit, Justices Wright and Phillimore; Northern Circuit, Justices Bigham and Bucknill. Both civil and criminal business will be taken at these assizes.

A course of four practical lectures on "Patent Law" will be delivered at King's College, London, by Professor John Cutler, M.A., Q.C. (Editor of the Official Reports of Patent Cases) on Fridays, 16th, 23rd, and 30th of November, and 7th of December, 1900, at 5 p.m. The subjects of the lectures will be: What can be patented—Provisional Protection—Framing a Specification—Novelty—Prior use and prior publication—Licences—Compulsory Licences—Revocation of Patents—Prolongation of Patents—Infringement—Threats by a Patentee—Legal Procedure and Pitfalls for Patentees. Admission to the lectures will be free by cards, to be obtained at the secretary's office at the college.

The *St. James's Gazette* writing with reference to the proposed statue of the late Lord Chief Justice, suggests that it should be made part of a larger scheme for commemorating the great judges. The Law Courts have many faults from the point of view of practical convenience, and among them is the uselessness of the central hall, which is now nothing but a passage leading to the dingy staircases by which the actual courts are reached. But this fine Gothic hall is a splendid piece of architecture, and is well worthy of being further beautified by appropriate sculpture, which it would shew off to the greatest advantage. The visitor to the Palace of Westminster sees in the lobby leading from Westminster Hall to the Houses of Parliament the statues of some of the greatest statesmen of the past, and lingers a moment to gaze with interest on the features of Falkland and Chatham, of Grattan and Pitt. Why should the visitor to the Royal Courts of Justice not have a similar opportunity of seeing the images of the great men who interpret the law made by statesmen, and who by their judgments adapt it to practical needs no less effectually than the Legislature itself?

At the Mansion House police-court on Monday Charles Walker was summoned, at the instance of the Incorporated Law Society, for having on the 19th of July last unlawfully, wilfully, and falsely pretended to be a solicitor. The defendant pleaded not guilty. Mr. C. O. Humphreys, solicitor, appeared for the prosecution on behalf of the Incorporated Law Society, and said that a gentleman named Adams had some repairs done to some property of his which ought to have been done under a certain contract. After the repairs were completed he, to his astonishment, received a bill amounting to £14 17s. 6d. from a person named Judson. Mr. Adams repudiated the bill and he afterwards received a letter addressed from Herbert-road, Hendon, dated the 19th of July and signed "Charles Walker," in which the writer said he was acting for Mr. Judson in the matter of his account for £14 17s. 6d. and that unless Mr. Adams paid the whole or part of the money to him within twenty-four hours he should take immediate proceedings in the county court. Proceedings were afterwards taken by a solicitor on behalf of Mr. Judson against Mr. Adams in the county court and the county court judge gave a verdict in favour of Mr. Adams. The letter signed "Charles Walker" was then forwarded to the Incorporated Law Society. The letter was written by the defendant, who was not a solicitor. In defence the defendant denied that he had pretended to be a solicitor. If he had erred he had done it through ignorance. He merely wrote the letter for his brother-in-law, Mr. Judson, in a brotherly way and not for gain. Mr. Judson was called as a witness for the defence and said that he did not pay the defendant anything for writing the letter. Mr. Alderman Samuel Green fined the defendant £1 and 3s. costs.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Monday, Nov. 5	Mr. Church	Mr. King	Mr. Carrington
Tuesday 6	Greswell	Farmer	Lavie
Wednesday 7	Church	King	Carrington
Thursday 8	Greswell	Farmer	Lavie
Friday 9	Church	King	Carrington
Saturday 10	Greswell	Farmer	Lavie

Date.	Mr. Justice Byrne.	Mr. Justice Cozens-Hardy.	Mr. Justice Farwell.	Mr. Justice Buckley.
Monday, Nov. 5	Mr. Jackson	Mr. Leach	Mr. Beal	Mr. Greswell
Tuesday 6	Pemberton	Godfrey	Pugh	Church
Wednesday 7	Jackson	Leach	Beal	Pemberton
Thursday 8	Pemberton	Godfrey	Pugh	Jackson
Friday 9	Jackson	Leach	Beal	Lavie
Saturday 10	Pemberton	Godfrey	Pugh	Carrington

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

Nov. 8.—Messrs. Stimson & Sons, at the Mart, at 2:—King's Cross: Corner House and Shop, producing 25s. 6d. weekly. Solicitors, Messrs. Wood & Sons, London.—Clapham Junction: Two Houses and Shops, let at £80 and £70 per annum. Solicitor, H. R. Grenside, Esq., London.—Penge: Three Houses and Shops, let at £40, £33, and £35 per annum. Solicitors, Messrs. Finch & Turner, London.—Hither Green, Lewisham: Two Houses and Shops, let at £70 and £75 per annum. Solicitors, Messrs. Collyer & Davis, London. Deptford: House and Shop, let at £40 per annum. Solicitor, C. O. Newman, Esq., London.—East Greenwich: In Four Lots, two corner Houses and Shops and four Private Houses, near Maze Hill and Westcombe Park Railway Stations; shops let at £45 and £42 per annum, and the houses at 12s. 6d. to 12s. 6d. weekly. Solicitors, Messrs. Dixon & Hunt, London. (See advertisements, this week, p. 24.)

RESULT OF SALE.

REVERSIONS AND LIFE POLICIES.

Messrs. H. E. Foster & Cranfield held their usual fortnightly sale (No. 678) of the above interests at the Mart, E.C., on Thursday last, the total of the sale being £3,980.

		£
REVERSIONS:		
To £4,800 of a Trust Fund; lady aged 57	Sold	2,500
To Freehold Ground-rents at Nottine Hill, of £54; lady aged 52	"	980
To One-sixth of £6,000, value of Property at Birmingham, &c.; lady aged 67	"	380
To One-third of £3,500; lady aged 45, secured upon a Trust Fund	"	360
LIFE INTEREST of a gentleman aged 32 in One-twelfth of Estate, producing £6,500 per annum, with Policy	"	1,000
POLICIES:		
For £2,000; life 47	"	330
For £2,000; life 47	"	310

WINDING UP NOTICES.

London Gazette.—FRIDAY, Oct. 26.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANDRINA SAILING SHIP CO, LIMITED—Creditors are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims, to Edmund Roberts, 25, Chapel st, Liverpool. Weightman & Co, Liverpool, solors for company

ANGLO-COLONIAL CHEMICAL CO, LIMITED—Creditors are required, on or before Dec 7, to send their names and addresses, and the particulars of their debts or claims, to Frederic G. Painter, 19, Colman st. Golding & Hargrove, 99, Cannon st, solors for liquidator

BIRMINGHAM TRADERS, LIMITED—Creditors are required, on or before Nov 12, to send their names and addresses, and the particulars of their debts or claims, to Thos. T. Bradbury, 40, Holborn viaduct

BUCK & BAILEY, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Nov 26, to send their names and addresses, and the particulars of their debts or claims, to Charles Harrison, 15, Regent st, Barnsley

DUKE OF BUCKINGHAM STEAMSHIP CO, LIMITED—Creditors are required, on or before Nov 26, to send their names and addresses, and the particulars of their debts or claims, to George H. Sambrook, 138, Leadenhall st. Renshaw & Co, 2, Suffolk lane, solors to liquidator

DURHAM STEAMSHIP CO, LIMITED—Creditors are required, on or before Dec 7, to send their names and addresses, and the particulars of their debts or claims, to James Taylor-Smith and Joseph White, 5, St Nicholas bldgs, Newcastle on Tyne. Wilkinson & Marshall, Newcastle on Tyne, solors for liquidators

LINOTOW SPINNING CO, LIMITED.—Creditors are required, on or before Saturday, December 8, to send their names and addresses, and the particulars of their debts or claims to Arthur P. Smith, Finsbury House, Blomfield st. Parker & Richardson, Finsbury House, Blomfield-street, solors for liquidator

LYRIC SYNDICATE, LIMITED.—Petn for winding up, presented Oct 22, directed to be heard Nov 7. Durant. 5, Guildhall chmbrs, Basinghall st, solor for petner. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of Nov 6

NOWTHANNA GOLD MINE, LIMITED.—Creditors are required, on or before Dec 7, to send their names and addresses, and the particulars of their debts or claims, to Edward J. Townsend, 52, Queen Victoria st

TOKOMARU SYNDICATE, LIMITED—Creditors are required, on or before Nov 20, to send their names and addresses, and the particulars of their debts or claims, to Mr A. Cecil Weller, 9, Fenchurch st

UNLIMITED IN CHANCERY.

ILFRACOMBE PERMANENT MUTUAL BENEFIT BUILDING SOCIETY—Petn for winding up, presented Oct 22, directed to be heard Nov 7. Gascoigne & Co, 19, Essex st, for Sparkes & Co, Exeter, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 6

London Gazette.—TUESDAY, Oct. 30.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BLENHEIM ROAD BUILDING SYNDICATE, LIMITED—Creditors are required, on or before Dec 11, to send their names and addresses, and the particulars of their debts or claims, to Hugh Samuel Norton, 114 and 115, Cheapside. Heys-Jones, 5, John st, Bedford row, solor to liquidator

BOLTON AND DISTRICT UNITED TRADERS TEA AND SUPPLY CO, LIMITED—Creditors are required, on or before Tuesday, Dec 18, to send in their names and addresses, and the particulars of their debts or claims, to J. M. B. Stubbs, 17, Mawdsley st, Bolton, solor to liquidators

CITY REALIZATION AND AUCTION CO, LIMITED—Petn for winding up, presented Oct 26, directed to be heard on Nov 7 Helder & Co, 3 and 4, Clement's-inn, Strand, for Simpson & Simpson, Leeds, solors for petners Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 6

COROMANDEL GOLD MINING CO OF INDIA, LIMITED—Creditors are required, on or before Dec 12, to send their names and addresses, and the particulars of their debts or claims, to William Leonard Bayley, 6, Queen st pl Francis & Johnson, 19, Great Winchester st, solors for liquidator

DELLA ROBBIA POTTERY, LIMITED—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to John G. Hodgson, Central bldgs, North John st, Liverpool. Batesons & Co, solors for liquidator

HENRY BOYS, LIMITED—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to Elkanah Mackintosh Sharp, 120, Colmore row, Birmingham

JUBAL WEBB, LIMITED—Petn for winding up, presented Oct 25, directed to be heard on Wednesday, Nov 7. Greenip & Co, 1 and 2, George st, Mansion House, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Nov 6

LONDON CENTRAL TYPE FOUNDRY, LIMITED—Creditors are required, on or before Dec 14, to send their names and addresses, and the particulars of their debts or claims, to Herbert A. Deed, 1, Gresham bldgs, Basinghall st

COUNTY PALATINE OF LANCASTER.
LIMITED IN CHANCERY.

DIAMANTINA AND VESUBIO GOLD MINES, LIMITED—Petn for winding up, presented Oct 25, directed to be heard at St. George's Hall, Liverpool, on Monday, Nov 12. Brown & Co, 28, Station rd, Workington, solors for petner. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of Nov 10

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Oct. 26.

ALEXANDER, JANE, Park pl, St James's st Nov 26 Hayward, Coleman st
APPLETON, HARRIET CORP, Dorking, Surrey Nov 30 Wesley, Dorking
BALL, JOHN, Buxton Nov 30 Bennett & Co, Buxton
BELL, JANE, Heyrod, nr Stalybridge Nov 10 Winterbottom, Mossley, nr Manchester
BEWICK, ISABELLA, Stocksfield on Tyne Dec 26 Mather & Dickinson, Newcastle on Tyne
BOALER, JOSEPH, Ilkley, nr Leeds Dec 1 Hudston, Eldon st
BOLDING, GEORGE FREDERICK, Edgbaston Nov 24 Hargreave & Heaton, Birmingham
BURGESS, WILLIAM, Bristol, Warehouseman Nov 30 Jiles, Bristol
CLARKE, JOHN FARRAND, North Finchley Dec 4 Gush & Co, Finsbury circs
CURTIS, WILLIAM HENRY, Poplar Dec 20 Anning & Co, Cheapside
DAVIES, JANE, Manchester Dec 7 Johnson, Liverpool
DOWNING, CHARLOTTE, York Dec 28 Crombie & Sons, York
DUCKWORTH, JOHN HILTON, Scarborough, Innkeeper Nov 14 Watts & Co, Scarborough
EDWARDS, JOHN BAKER, Liverpool Nov 27 Hussey & Ingpen, Stone bldgs
EVES, WALTER MATTHEW, New sq, Lincoln's inn Nov 23 Robbins & Co, Strand
FRASER, SIR MALCOLM, K C M G, Kensington Nov 24 Sutton & Co, Great Winchester st
GILBERT, WILLIAM, and HANNAH GILBERT, Loughborough Nov 15 Deane & Son, Loughborough
GIBBONS, CHARLES ADOLPH, Devonport st, Hyde pk Nov 17 Hurrell & Co, Cornhill
GRAHAM, JOHN, Middlesbrough Nov 24 Dawes, Middlesbrough
HAIGH, WILLIAM, Halifax Dec 1 Barstow & Midgley, Halifax
HARE, Colonel WILLIAM ALDWORTH HOME, Kensington Nov 30 Nicholl & Co, Howard st, Strand
HILPLING, ELIZA, Fulham Dec 3 Harwood & Stephenson, Lombard st
HOATH, DAVID, Mayfield Sussex Farmer Nov 30 Cripps & Co, Tunbridge Wells
JOLLY, MARY ANN, Chattisham, Suffolk Nov 30 Birkett & Ridley, Ipswich
JUBB, WILLIAM, Whiston, York Dec 8 Oxley & Coward, Rotherham
LEIFCHILD, EMILY, West Kensington Nov 30 Welman & Sons, Southampton st, Bloomsbury
LUCKMAN, HORACE POPE, Clifton, Bristol Dec 4 Stanley & Co, Bristol
MILLS, ANNE, Weston super Mare Dec 3 Stanley & Co, Bristol
MUSGRAVE, JOHN, Beverley, York Dec 1 Crust & Co, Beverley
NIGHTINGALE, HENRY, Birmingham Dec 8 Pinsent & Co, Birmingham
NORTH, Mrs MARIA, Tunbridge Wells Nov 21 Barfield & Child, Plowden bldgs
OSBORN, WILLIAM JOHN, Mile End Nov 30 Birkett & Ridley, Ipswich
PALMER, WILLIAM THOMAS, Cambridge Dec 1 Eaden & Spearing, Cambridge
PHILP, JOHN THOMAS BENNETT, Devonport Nov 28 Gard & Pearce, Devonport
POOLEY, JACOB, Long Sutton, Lincs, Farmer Nov 20 Mossop & Mossop, Long Sutton, Lincs
RAPAPORT, ADOLF, Chiswell st Nov 20 Oppenheimer, Finsbury sq
SCONCE, Miss AMELIA, Kensington Dec 10 Tyler, Clement's inn, Strand
SHAW, HENRY, Sutton on Trent, Notts, Publican Dec 7 Barlow & Clough, Newark upon Trent
SMALLBONES, PAUL, Velm, Lower Austria, Estate Owner Nov 26 Harries & Co, Nicholas ln
SMITH, HENRY, Manchester, Manufacturing Chemist Nov 30 Domakin, Manchester
TAYLOR, JOHN, Stacksteads, Lancs, Coal Merchant Nov 24 Knowles & Thompson, Waterfoot, nr Manchester
TAYLOR, NATHANIEL, Worcester, Auctioneer Dec 1 Hill, Worcester
THACKERAY, ELLEN WILSON, Buxton Nov 30 Bennett & Co, Buxton
WALTON, JOSEPH, Blackburn, Labourer Nov 30 Marriott, Blackburn
WARD, EMILY, New Hunstanton, Norfolk Nov 30 Stewart, Cannon st
WEBB, JAMES, Wandsworth Nov 23 C & E Woodroffe, Eastcheap
WICKS, FANNY, Battersea Nov 28 Belfrage & Co, John st, Bedford row
WILLIAMS, ELIZABETH IRESON, Bishops Hull, near Taunton Nov 11 Mackay & Son, Shepton Mallet

London Gazette.—TUESDAY, Oct. 30.

ASPDEN, ANNE, Cleckheaton, York Nov 27 Sager & Co, Todmorden
ASPDEN, MARY, Todmorden Nov 27 Sager & Co, Todmorden
BARNES, WILLIAM BLACK, Sandown, I W Dec 1 Wooldridge & Wilton, Sandown
BATT, EDWARD WILLIAM, Gt Winchester st Dec 31 Janson & Co, College hill
BOYD, JEMIMA, Kingston upon Hull Nov 16 T & A Priestman, Hull
BRIDGE, ANN, Ashford, Kent Dec 1 Kingsford & Drake, Ashford
BRUCE, CHARLES PARKER, Putney Nov 30 Clements & Co, Gresham House
CLAYTON, JOHN BERTRAM, Northumberland Dec 1 Clayton & Gibson, Newcastle upon Tyne
CLAYTON, SUSANNA, Sheffield Dec 9 Rodgers & Co, Sheffield
COOKE, JOHN, Ashford, Kent, House Agent Dec 1 Kingsford & Drake, Ashford
DOWNING, JAMES, Enfield Nov 30 Woollacott & Son, Coleman st
ELLIS, JOHN, Huddersfield Nov 17 Booth, Huddersfield
FITCH, FRANCIS HENRY, Brompton Jan 1 Bird, Kensington High st
FORD, FREDRIC THOMAS, Nottingham Nov 30 Ford, Nottingham
FURNESS, SPENCER, Greetland, nr Halifax Dec 1 Godfrey & Co, Halifax
GARDNER, JANE, Wivenhoe, Essex Nov 27 Wittey & Denton, Colchester
GODBEHERE, ARTHUR Lincoln Ironmonger Jan 1 Toynbee & Co, Lincoln
HARRISS, WILLIAM GEORGE AUGUSTUS, Cardiff, Chemist Dec 10 Thomas & Francis, Cardiff
HARRISON, JAMES BOWN, Manchester, Corset Manufacturer Forthwith Wigglesworth & Son, Manchester
HUTCHINSON, JOHN BATEMAN, Nottingham, Corn Miller Nov 30 Rothera & Sons Nottingham
HUTCHISON, ANDREW ALEXANDER NICHOL, Portsea, Hants, Ironmonger Nov 20 Webb, Portsea
JONES, JOHN HENRY, Prestwich, Lancs Dec 7 Brett & Co, Manchester
KNIGHT, MARTHA, Diglis, Worcester Dec 15 Tree, Worcester
LISTER, ELEANOR, Gateshead, Durham Dec 20 Swinburne, Gateshead
MARMON, JAMES, Liverpool, Iron Ship Cementer Dec 14 Payne & Frodsham, Liverpool
MILLINGTON, GEORGE, Alcester, Warwick Nov 10 Kenwood, Redditch
MOON, WILLIAM, Staining, near Poulton le Fylde, Lancs, Farmer Dec 1 Gaultar, Fleetwood
PURCELL, MARY ELIZABETH, Brompton sq Nov 24 Blount & Co, Arundel st
RAYNER, JOHN, Horsforth, York Dec 1 Dunning & Co, Leeds
ROSKELL, ELLEN, Stokyn, nr Holywell, Flint Dec 12 Whitley & Co, Liverpool
SALE, ELIZABETH LYNE, Kingsdown, Bristol Nov 30 Hippisley, Bristol
SKILL, MARION TAYLOR, Aliwal North, South Africa Jan 1 Collyer-Bristow & Co, Bedford row
SMITH, RICHARD CLARKSON, Devonport, JP Dec 24 Gill, Devonport
STACE, JOHN, Ashford, Kent Dec 1 Kingsford & Drake, Ashford
SUTTON, JUDITH HENRIETTA ANNA, Southwell, Nottingham Dec 15 Deas, Gt Russell st
TOD, HENRY, Eastcheap Nov 30 Prince & Co, Edinburgh
WHEATLEY, HERBERT, Liverpool, Engineer Dec 11 Quiggin, Liverpool
WILLIAMS, SARAH, Worcester Nov 10 Coombs, Worcester
WRIGHT, ALFRED HENSON, Tehran, Persia, Hotel Keeper Nov 26 Maddisons, Old Jewry
YATES, WILLIAM, Northampton Dec 3 Ball, Lincoln's inn fields

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Oct. 26.

RECEIVING ORDERS.

ANDERTON, ALBERT, Leicester, Travelling Showman Leicester Pet Oct 24 Ord Oct 24
BAILEY, WILLIAM EDWARD, Bury, China Merchant Bolton Pet Oct 22 Ord Oct 24
BAXTER, WALTER, Faversham, Kent, Builder Canterbury Pet Oct 23 Ord Oct 23
BOWDEN, ERNEST JAMES, South Kensington, Traveller High Court Pet Sept 24 Ord Oct 22
COOKE, JAMES, Amberley, nr Stroud, Glos, Farmer Gloucester Pet Oct 22 Ord Oct 22
COX, GEORGE, Forest Gate, Essex, Boot Dealer High Court Pet Oct 1 Ord Oct 23
D'OURSY, EMMA BELINA, Clifton, Bristol, Private School Mistress Bristol Pet Oct 23 Ord Oct 23
EMERY, EDWARD, Hanley, Builder Hanley Pet Oct 1 Ord Oct 18
FURSLAND, CHARLES, Llwynpia, Glam, Baker Neath Pet Oct 24 Ord Oct 24
GEARY-ANDREWS, WILLIAM JAMES, Northampton, Carter Northampton Pet Oct 23 Ord Oct 23
GLASS, THOMAS, Kingswood, Glos, Journeyman Butcher Bristol Pet Oct 24 Ord Oct 24
HARRIS, THOMAS HENRY, Senny Bridge, Brecon, Innkeeper Merthyr Tydfil Pet Oct 24 Ord Oct 24
HIBBARD, GEORGE, Ardwick, Manchester Manchester Pet Oct 6 Ord Oct 22
HOPE, T B, Fulham, Builder High Court Pet Aug 23 Ord Oct 23
JENKINSON, GEORGE WILLIAM, Scarborough, Cycle Dealer Scarborough Pet Oct 22 Ord Oct 24
LEAVEY, HERBERT GEORGE, Chippenham, Wilts, Grocer Bath Pet Oct 20 Ord Oct 20
LOCKYER, HORACE HENRY, Shepherd's Bush, Furniture Dealer High Court Pet Oct 24 Ord Oct 24
MARSHALL, HENRY, and BENJAMIN DAVISON APPLEBY, Derby, Builders Derby Pet Oct 23 Ord Oct 23
MAWBY, JOHN, and VINCENT HARRY ELLIOTT, Leicester, Manufacturing Chemists Leicester Pet Oct 24 Ord Oct 24
METHICK, JOHN, Batley Carr, nr Dewsbury, Grocer Dewsbury Pet Oct 24 Ord Oct 24
MONKS, MARGERY, Middlesborough Middlesborough Pet Oct 23 Ord Oct 23
ONGLEY, H, jun, Dorking, Fishmonger Croydon Pet Oct 17 Ord Oct 18

PERRY, SAMUEL WILLIAM, Penge, Butcher Croydon Pet Oct 22 Ord Oct 22
PERRYMAN, BARNABAS, Axminster, Carpenter Exeter Pet Oct 22 Ord Oct 22
PITTOCK, HENRY, Sittingbourne, Kent, Grocer Rochester Pet Oct 22 Ord Oct 22
POWELL, CHARLES SANDON, Allerton, Lancs, Corn Broker Liverpool Pet Oct 4 Ord Oct 22
RACK, WOOLF LESSER, Whitechapel High Court Pet Oct 24 Ord Oct 24
RAMSDEN, ELI HAINSWORTH, Manchester, Innkeeper Manchester Pet Oct 24 Ord Oct 24
RILEY, TIMOTH, Clayton, near Bradford, Innkeeper Bradford Pet Oct 11 Ord Oct 24
ROBINSON, HERBERT, Clayton, nr Bradford Bradford Pet Oct 11 Ord Oct 24
ROBINSON, SAMUEL TRESDALE, Shepherd's Bush, Naval Outfitter High Court Pet Sept 17 Ord Oct 22
SHORT, GEORGE, Reading Reading Pet Oct 20 Ord Oct 20
SHUFF, WILLIAM, Guildford, Cabinet Maker Guildford Pet Oct 23 Ord Oct 23
STEPHENSON, CHARLES ALBERT, Cardiff, Cycle Dealer Cardiff Pet Oct 22 Ord Oct 22
TARBET, FREDERICK WILLIAM BAILEY, Blaina, Mon, Furniture Dealer Tredegar Pet Oct 24 Ord Oct 24
TELFORD, JAMES. Solport, Cumberland, Grocer Carlisle Pet Oct 24 Ord Oct 24
THOMPSON, JAMES, Basingstoke, Hants, Newsagent Winchester Pet Oct 23 Ord Oct 23
TYREMAN, EDWARD, Tholthorpe, Yorks, Farmer York Pet Oct 23 Ord Oct 23
WEBSTER, JAMES, Horwich, Lancs, Fitter Bolton Pet Oct 24 Ord Oct 24
WHITE, HERBERT SILVA, New Bond st, Fine Art Dealer High Court Pet Oct 24 Ord Oct 24
WINSLADE, WALTER, North Petherton, Somerset, Baker Bridgwater Pet Oct 24 Ord Oct 24
WOOD, JOHN, York, Builder York Pet Oct 22 Ord Oct 22
WYLD, GEORGE, Bishop Auckland, Butcher Durham Pet Oct 23 Ord Oct 23

Amended notice substituted for that published in the London Gazette of Oct 12:

KELF, ESAU JAMES RICHARD, Edmonton, Commission Agent Edmonton Pet Oct 9 Ord Oct 9

FIRST MEETINGS.

ALCOCK, TOM, Cheetham, Manchester, Journeyman Joiner Nov 2 at 2.30 Off Rec, Byrom st, Manchester
BONHAM, HAROLD, Kettering, Shoe Operative Nov 2 at 11 Off Rec, Bridge st, Northampton
BOOTH, JOSEPH, Middlesborough, Caulker Nov 2 at 3 Off Rec, 8, Albert rd, Middlesborough
BOWDEN, ERNEST JAMES, South Kensington, Traveller Nov 6 at 11 Bankruptcy bldgs, Carey st
COBDEN, FRANK CARROLL, Capel Curig, Carnarvon, Licensed Victualler Nov 2 at 3 Crypt chmbrs, Eastgate row, Chester
COOPER, ABRAHAM, WILLIAM COOPER, and EMERY COOPER, Lower Stondon, Bedfords, Farmers Nov 2 at 11.30 Off Rec, Bridge st, Northampton
COX, GEORGE, Forest Gate, Essex. Boot Dealer Nov 6 at 12 Bankruptcy bldgs, Carey st
CRAWLEY, HERBERT, Tring, Herts, Wheelwright Nov 2 at 12 1, St Aldate's, Oxford
DOBSON, WILLIAM, Holme, Westmorland, Farmer Nov 3 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness
ESCREET, JOHN FRANCIS HENRY, Burton on Stather, Lincs, Engineer's Foreman Nov 2 at 11.30 Off Rec, Trinity House ln, Hull
FAZAN, HERBERT, Catford, Kent, Commercial Traveller Nov 2 at 11 30 24, Railway app, London Bridge
GILL, EDWARD WILLIAM, Leeds, Timekeeper Nov 2 at 11 Off Rec, 22, Park row, Leeds
GREENALL, JOHN LINDSAY, and HAMILTON PROCTOR GREENALL, Liverpool. Jam Manufacturers Nov 5 at 12 Off Rec, 35, Victoria st, Liverpool
HANNETT, ALFRED EDWARD, Norwich, Fruit Grower Nov 3 at 12 Off Rec, 8, King st, Norwich
HASLOCK, ROBERT WILLIAM, South Kensington, Builder Nov 6 at 11 cankruptcy bldgs, Carey st
HODGSON, SAM MILNES, Manningham, Butcher Nov 2 at 11 Off Rec, 31, Manor row, Bradford
HOPKINS, WILLIAM ERNEST, Leicester Nov 2 at 12.30 Off Rec, 1, Berridge st, Leicester
HORNE, GEORGE WILLIAM GODDARD, Arnold, Notts, Grocer Nov 5 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
HUGHES, JOSEPH WILLIAM, Wolverhampton, Joiner Nov 5 at 11.30 Off Rec, Wolverhampton
HUNT, ALFRED, Faringdon, Berks, Cycle Manufacturer Nov 2 at 3 Off Rec, 33, Regent circus, Swindon
KELF, ESAU JAMES RICHARD, Edmonton, Commission Agent Nov 2 at 3 Off Rec, 95, Temple chmbrs, Temple av
KIEVITS, HARRY MARY CONSTANT, Farringdon av, China Merchant Nov 2 at 12 Bankruptcy bldgs, Carey st
KIRK, EDWARD, Stoke Newington, Restaurant Keeper Nov 6 at 2 30 Bankruptcy bldgs, Carey st
MORTON, ALLAN, Rastrick, nr Halifax, Butcher Nov 2 at 3 Off Rec, Town Hall chmbrs, Halifax
PERRYMAN, BARNABAS, Axminster, Carpenter Nov 7 at 10 30 Off Rec, 13, Bedford circus, Exeter
PITTOCK, HENRY, Sittingbourne, Kent, Grocer Nov 12 at 11.30 115, High st, Rochester
READER, ROBERT LOFTAS, Headingly, Leeds, Licensed Victualler Nov 2 at 11 Off Rec, Trinity House ln, Hull
ROBERTS, JOHN, Dolgelley, Stationer Nov 13 at 11 Townhall, Aberystwith
SAMUEL HARRIS & Co, Oldbury pl, Marylebone, Cabinet Makers Nov 5 at 2.30 Bankruptcy bldgs, Carey st
SOWERBY, WILLIAM, Wakefield, Horse Dealer Nov 5 at 3 Bank chmbrs, Queen st, Oldham
STEPHENSON, CHARLES ALBERT, Cardiff, Cycle Dealer Nov 2 at 10 117, St Mary st, Cardiff
TAYLOR, JAMES WILLIAM, Great Grimsby, Jeweller Nov 2 at 11 Off Rec, 15, Osborne st, Great Grimsby
TELLING, WILLIAM, Ashton Keynes, Wilts, Farmer Nov 2 at 2 30 Off Rec, 38, Regent circus, Swindon
TYREMAN, EDWARD, Tholthorpe, York, Farmer Nov 8 at 12 15 Off Rec, 28, Stonegate, York
WHITE, HERBERT SILVA, New Bond st, Fine Art Dealer Nov 7 at 11 Bankruptcy bldgs, Carey st
WIGINGTON, WILLIAM, Halifax, Farmer Nov 2 at 4 Off Rec, Townhall chmbrs, Halifax
WILSON, THOMAS ARTHUR, Nottingham, Commission Agent Nov 5 at 2.30 Off Rec, 4, Castle pl, Park st, Nottingham
WOOD, JOHN, York, Builder Nov 7 at 12.15 Off Rec, 28, Stonegate, York

Amended notice substituted for that published in the London Gazette of Oct 19:

WATT, JAMES, Guisborough, Butcher Oct 31 at 3 Off Rec, 8, Albert rd, Middlesborough

ADJUDICATIONS.

ALBERT, HENRY, Tottenham Court rd, Licensed Victualler High Court Pet Aug 31 Ord Oct 22
ALLEN, JARRETT OWEN, Conduit st, Tailor High Court Pet Oct 19 Ord Oct 23
ANDERTON, ALBERT, Leicester, Travelling Showman Leicester Pet Oct 24 Ord Oct 24
BAILEY, WILLIAM EDWARD, Bury, Glass Merchant Bolton Pet Oct 22 Ord Oct 22
BAXTER, WALTER, Faversham, Kent, Builder Canterbury Pet Oct 23 Ord Oct 23
BRUNTON, FREDERICK SEPTIMUS, West Kensington, Engineer High Court Pet Aug 28 Ord Oct 22
CLAPHAM, CAROLINE ALBERTA, Scarborough Scarborough Pet Sept 3 Ord Oct 23
COBDEN, FRANK CARROLL, Capel Curig, Carnarvon, Licensed Victualler Portmadoc Pet Oct 3 Ord Oct 23
COLES, FREDERICK JOHN, Upper Holloway, Wholesale Confectioner High Court Pet Oct 16 Ord Oct 23
COOKE, JAMES, Amberley, nr Stroud, Farmer Gloucester Pet Oct 22 Ord Oct 22
DENNEY, ISAAC JOHN, New Brighton, Cheshire, Plumber Birkenhead Pet Oct 15 Ord Oct 22
DIXON, JOHN WILLIAM, Highgate, Builder High Court Pet Oct 5 Ord Oct 23
D'OURSY, EMMA SELINA, Clifton, Bristol Bristol Pet Oct 23 Ord Oct 23
FURSLAND, CHARLES, Llwynpia, Glam, Baker Neath Pet Oct 24 Ord Oct 24
GRAHY-ANDREWS, WILLIAM JAMES, Northampton, Carter Northampton Pet Oct 23 Ord Oct 23
HARRIS, THOMAS HENRY, Fenny Bridge, Brecon, Innkeeper Merthyr Tydfil Pet Oct 24 Ord Oct 24
HARRIS, WILLIAM HENRY, Birmingham, Stamper Birmingham Pet Sept 12 Ord Oct 23
HIBBARD, GEORGE, Ardwick, Manchester Manchester Pet Oct 8 Ord Oct 24
JAMES, ERNEST BRASSETT, Dalston, Blouse Manufacturer High Court Pet Sept 15 Ord Oct 24
JAMES, GEORGE WILLIAM, High st, Borough, Carman High Court Pet Oct 1 Ord Oct 24
JENKINSON, GEORGE WILLIAM, Scarborough, Cycle Dealer Scarborough Pet Oct 22 Ord Oct 22
KELF, ESAU JAMES RICHARD, Edmonton, Commission Agent Edmonton Pet Oct 9 Ord Oct 15
KENNEDY, ARTHUR JOHN CLARK, West Kensington High Court Pet Aug 21 Ord Oct 20
KIRK, EDWARD, Stoke Newington, Restaurant Keeper High Court Pet Oct 19 Ord Oct 23
LACEY, ANNIE FLORENCE, Eastbourne, Laundress Eastbourne Pet Oct 18 Ord Oct 22
LEAVEY, HERBERT GEORGE, Chippenham, Wilts, Grocer Bath Pet Oct 20 Ord Oct 24
MARSHALL, HENRY, and BENJAMIN DAVISON APPLEBY, Derby, Builders Derby Pet Oct 23 Ord Oct 23
MAWBY, JOHN, and VINCENT HARRY ELLIOTT, Leicester, Manufacturing Chemists Leicester Pet Oct 24 Ord Oct 24
METTRICK, JOHN, Batley Carr, nr Dewsbury, Grocer Dewsbury Pet Oct 24 Ord Oct 24
MONKS, MARGREY, Middlesborough Middlesborough Pet Oct 23 Ord Oct 23
PERCIVAL, JAMES WELLINGTON, Maddox st High Court Pet July 12 Ord Oct 23
PERRYMAN, BARNABAS. Axminster, Carpenter Exeter Pet Oct 22 Ord Oct 22
PITTOCK, HENRY, Sittingbourne, Grocer Rochester Pet Oct 22 Ord Oct 22
RACK, WOOLF LESSER, Whitechapel High Court Pet Oct 24 Ord Oct 24
RAMSDEN, ELI HAINSWORTH, Manchester, Innkeeper Manchester Pet Oct 24 Ord Oct 24
ROBERTS, SAMUEL, Holywell, Flint, Timber Merchant Chester Pet Sept 24 Ord Oct 23
SHORT, GEORGE, Reading Reading Pet Oct 20 Ord Oct 20
SHUFF, WILLIAM, Guildford, Cabinet Maker Guildford Pet Oct 23 Ord Oct 23
TARBET, FREDERICK WILLIAM BAILEY, Blaina, Mon, Furniture Dealer Tredegar Pet Oct 24 Ord Oct 24
TELFORD, JAMES, Solport, Cumberland, Grocer Carlisle Pet Oct 24 Ord Oct 24
THOMPSON, JAMES, Basingstoke, Hants, Newsagent Winchester Pet Oct 23 Ord Oct 23
TYREMAN, EDWARD, Tholthorpe, Yorks, Farmer York Pet Oct 23 Ord Oct 23
WALPOLE, ISAAC, Birmingham, Stationer West Bromwich Pet Oct 2 Ord Oct 2
WEBSTER, JAMES Horwich, Lancs, Fitter Bolton Pet Oct 24 Ord Oct 24
WHITE, HERBERT SILVA, New Bond st, Fine Art Dealer High Court Pet Oct 24 Ord Oct 24
WOOD, JOHN, York, Builder York Pet Oct 22 Ord Oct 22
WYLD, GEORGE, Bishop Auckland, Butcher Durham Pet Oct 23 Ord Oct 23

London Gazette.—TUESDAY, Oct. 30.

RECEIVING ORDERS.

CLARK, WALTER WILLIAM, Dover, Furniture Remover Canterbury Pet Oct 27 Ord Oct 27
COOPER, JOSEPH, Brighton Brighton Pet Oct 25 Ord Oct 25
CORE, HERBERT, Bradford, Grocer Bradford Pet Oct 25 Ord Oct 25
COWE, JOHN AMOS, Brotton in Cleveland, York, Beerseller Stockton on Tees Pet Oct 26 Ord Oct 26
CRANE, WILLIAM, jun, Foxcett. St Peter, Norfolk, Miller Norwich Pet Oct 26 Ord Oct 26
CUSTANCE, FREDERICK EDWIN, Luton, Bedford, Straw Hat Manufacturer Luton Pet Oct 22 Ord Oct 25
FEARN, WILLIAM, Manchester, Salesman Manchester Pet Oct 26 Ord Oct 26
FELLINGHAM, JAMES, Brighton, Furniture Remover Brighton Pet Oct 11 Ord Oct 25
FISHWICK, THOMAS, Bradford, Baker Bradford Pet Oct 25 Ord Oct 25
FOSTER, GEORGE, Lancaster, Fruit Salesman Preston Pet Oct 27 Ord Oct 27
GARDINER & GATES, Wimbledon, Builders Kingston, Surrey Pet Oct 9 Ord Oct 26
GREEN, GEORGE HENRY, Ross, Hereford, Baker Hereford Pet Oct 26 Ord Oct 26
GUTHRIE, ROBERT GRAHAM, Fulham, Theatrical Manager High Court Pet Oct 25 Ord Oct 26
HUISH, FRANCIS EDWARD, Newton le Willows, Lancaster, Clerk Warrington Pet Oct 26 Ord Oct 26

KING, GEORGE HENRY, Gt Grimsby, Plumber Gt Grimsby Pet Oct 25 Ord Oct 25
KNAPMAN, WILLIAM, Cardiff, Boot Dealer Cardiff Pet Oct 10 Ord Oct 25
MCSHANE, JOHN, Liverpool, Grocer Liverpool Pet Oct 25 Ord Oct 27
MAYNER, JOHN CARLESS, West Bromwich, Carpenter West Bromwich Pet Oct 25 Ord Oct 25
MASON, HARRY IVOR, Jater Houses, nr Osmotherly, Yorks, Innkeeper Northallerton Pet Oct 24 Ord Oct 24
MAYCOCK, HENRY WILLIAM, Manor Park, Essex High Court Pet Oct 26 Ord Oct 26
MELLOR, GEORGE ARTHUR NORMAN, Leeds, Upholsterer Leeds Pet Oct 24 Ord Oct 24
MITCHAM, WILLIAM MATTHEWS, Bridport, Dorset Dorchester Pet Oct 27 Ord Oct 27
OPPERMANN, GEORGE HENRICH LUDWIG, Wokingham, Cabinet Maker Reading Pet Oct 24 Ord Oct 24
ROBERTS, JOHN, Aberavon, Glam, Licensed Victualler Neath Pet Oct 25 Ord Oct 25
SHARP, ROBERT, Thornaby on Tees, York, Fruiterer Stockton on Tees Pet Oct 24 Ord Oct 24
SMITH, WILLIAM, Walsall, Confectioner Walsall Pet Oct 24 Ord Oct 24
STINTON, SARAH ANN, Hereford, Boot Dealer Hereford Pet Oct 27 Ord Oct 27
TAIT, JOHN, Hulme, Manchester, Tailor Manchester Pet Oct 27 Ord Oct 27
TAYLOR, JAMES WILLIAM, Gt Grimsby, Jeweller Gt Grimsby Pet Oct 23 Ord Oct 23
THOMAS, JOHN, Manchester, Journeyman Joiner Salford Pet Oct 10 Ord Oct 25
THOMAS, WILLIAM, Failand, Somerset, Farmer Bristol Pet Oct 27 Ord Oct 27
THROSSELL, WILLIAM, Northampton, Builder Northampton Pet Oct 27 Ord Oct 27
TILLOTSON, HASTLEY, Brighton, Auctioneer Brighton Pet Oct 12 Ord Oct 25
UTLEY, W, Bouverie st, Fleet st High Court Pet May 16 Ord Oct 25
WESLEY, R GLENN, Islington, Organist High Court Pet Aug 1 Ord Oct 25
WHITCHURCH, JOSEPH EVERARD, Ilkeston, Derbys, Common Brewer Derby Pet Oct 10 Ord Oct 26
WHITEHOUSE, THOMAS, Gloucester, Fish Merchant Gloucester Pet Oct 11 Ord Oct 26

Amended notice substituted for that published in the London Gazette of Oct 23:

WYLD, GEORGE DOWSON, Bishop Auckland, Butcher Durham Pet Oct 23 Ord Oct 23

FIRST MEETINGS.

ABBOTT, ALBERT JOSEPH, and RICHARD EVANS, Rhyl, Flints, Hairdressers Nov 6 at 3 Crypt chmbrs, Eastgate row, Chester
ANDERTON, ALBERT, Leicester, Travelling Showman Nov 9 at 12 Off Rec, 1, Berridge st, Leicester
BAILEY, WILLIAM EDWARD, Bury, China Merchant Nov 12 at 3 Off Rec, Exchange st, Bolton
BAXTER, WALTER, Faversham, Kent, Builder Nov 7 at 11 Bankruptcy bldgs, Carey st
BECK, D T, Brighton Nov 7 at 2.30 Off Rec, 4, Pavilion bldgs, Brighton
COOKE, JAMES, Amberley, nr Stroud, Glos, Farmer Nov 6 at 4 Off Rec, Station rd, Gloucester
CORE, HERBERT, Bradford, Grocer Nov 8 at 11 Off Rec, 31, Manor row, Bradford
DENNIS, JOSEPH, Longton, Staffs, Earthenware Manufacturer Nov 7 at 11.30 Off Rec, Newcastle under Lyme
D'OUSSY, EMMA SELINA, Clifton, Bristol, Private School Mistress Nov 7 at 12.30 Off Rec, Baldwin st, Bristol
DURHAM, ALBERT EDWARD, Newnham, Glos, Baker Nov 6 at 3 Off Rec, Station rd, Gloucester
EDWARDS, NORMAN FREDERICK, New Hunstanton, Norfolk, Caterer Nov 6 at 3 Court house, King's Lynn
FISHWICK, THOMAS, Bradford, Baker Nov 8 at 11.30 Off Rec, 31, Manor row, Bradford
GLASS, THOMAS, Kingswood, Glos Nov 7 at 12.15 Off Rec, Baldwin st, Bristol
HEATH, ALBERT EDWARD, Feltham Nov 7 at 11.30 24, Railway app, London Bridge
HIBBARD, GEORGE, Manchester Nov 7 at 2.30 Off Rec, Byrom st, Manchester
HOPE, THOMAS BARNES, Fulham, Builder Nov 7 at 12 Bankruptcy bldgs, Carey st
HOWARD, JOHN, Kingston upon Hull, Cab Proprietor Nov 6 at 11 Off Rec, Trinity House la, Hull
HUDSON, PERCY SEAFORTH, Waterloo, Liverpool Nov 7 at 3 Off Rec, 35, Victoria st, Liverpool
HUNT, EDWARD JOSEPH, Dorchester, Dorset, Clothier Nov 6 at 12.30 Off Rec, Endless st, Salisbury
HUTCHESSON, HENRY, Gosberton, Lincoln, Harness Maker Nov 6 at 12 White Hart Hotel, Spalding
JENKINSON, GEORGE WILLIAM, Scarborough, Cycle Dealer Nov 6 at 11.30 74, Newborough, Scarborough
JONES, ALBERT D, Hackney, Licensed Victualler Nov 7 at 2.30 Bankruptcy bldgs, Carey st
LEAVEY, HERBERT GEORGE, Chippenham, Wilts, Grocer Nov 7 at 12 Off Rec, Baldwin st, Bristol
MAWBY, JOHN, and VINCENT HARRY ELLIOTT, Leicester, Manufacturing Chemists Nov 6 at 12.30 Off Rec, 1, Berridge st, Leicester
MELLOR, GEORGE ARTHUR NORMAN, Leeds, Upholsterer Nov 6 at 11 Off Rec, 22, Park row, Leeds
METTRICK, JOHN, Batley Carr, nr Dewsbury, Grocer Nov 6 at 11 Off Rec, Bank chmbrs, Batley
OPPERMANN, GEORGE HENRICH LUDWIG, Wokingham, Berks, Cabinet Maker Nov 8 at 12 Queen's Hotel, Reading
PRESTON, JOHN ALFRED, Savile row, Tailor Nov 7 at 12 Bankruptcy bldgs, Carey st
QUEALEY, LUKE JOSEPH, Stratford, Essex, Leather Dealer Nov 8 at 11 Bankruptcy bldgs, Carey st
RILEY, TIMOTHY, Clayton, nr Bradford, Innkeeper Nov 6 at 11 Off Rec, 31, Manor row, Bradford
ROBERTS, SAMUEL, Holywell, Flint, Timber Merchant Nov 6 at 3.30 Crypt chmbrs, Eastgate row, Chester
ROBINSON, HERBERT, Clayton, nr Bradford Nov 6 at 11.30 Off Rec, 31, Manor row, Bradford
ROBINSON, SAMUEL TEESDALE, Shepherd's Bush, Naval Outfitter Nov 8 at 2.30 Bankruptcy bldgs, Carey st
SHORT, GEORGE, Reading, Grocer's Assistant Nov 8 at 12.30 Queen's Hotel, Reading
SLAUGHTER, REES JAMES, Brynmawr, Brecon, Grocer Nov 6 at 12 135, High st, Merthyr Tydfil
TAYLOR, WILLIAM, Worcester, Grocer Nov 7 at 11 174, Corporation st, Birmingham
THOMPSON, JAMES Basingstoke, Hants, Newsagent Nov 9 Off Rec, 172, High st, Southampton
TILLOTSON, HASTLEY, Brighton, Auctioneer Nov 6 at 3 Off Rec, 4, Pavilion bldgs, Brighton
TIMSON, WILLIAM, Birmingham, Picture Frame Manufacturer Nov 9 at 11 174, Corporation st, Birmingham
WALTERS, HOWELL PANTYCELYN, Llansamlet, Glam, Insurance Agent Nov 6 at 12 Off Rec, 31, Alexandra rd, Swansea
WEBSTER, JAMES, Horwich, Lancs, Fitter Nov 7 at 3 Off Rec, Exchange st, Bolton
WHITEHEAD, ROBERT, Birmingham, Grocer Nov 8 at 11 174, Corporation st, Birmingham

Amended notice substituted for that published in the London Gazette of Oct 23:

COBDEN, FRANK CARROLL, Capel Curig, Carnarvon, Licensed Victualler Nov 2 at 3 Crypt chmbrs, Eastgate row, Chester

ADJUDICATIONS.

ATKINS, HERBERT, Bray, Berks, Licensed Victualler Windsor Pet Sept 29 Ord Oct 23
BARRON, EUSTACE, St James's pl, St James's st High Court Pet Aug 1 Ord Oct 25
BLAZEBY, ROBERT, and CHARLES BECK, Blackburn, Warehouseman Blackburn Pet Oct 2 Ord Oct 26
CLARK, WALTER WILLIAM, Dover, Furniture Remover Canterbury Pet Oct 27 Ord Oct 27
CORE, HERBERT, Bradford, Grocer Bradford Pet Oct 25 Ord Oct 25
COWE, JOHN AMOS, Brotton in Cleveland, York, Beerseller Stockton on Tees Pet Oct 26 Ord Oct 26
COX, GEORGE, Forest gate, Essex, Boot Dealer High Court Pet Oct 1 Ord Oct 26
CRANE, WILLIAM, jun, Fornsett St Peter, Norfolk, Miller Norwich Pet Oct 26 Ord Oct 26
DENNIS, JOSEPH, Longton, Staffs, Earthenware Manufacturer Stoke upon Trent Pet Sept 28 Ord Oct 23
FEARN, WILLIAM, West Bridgford, Notts, Salesman Manchester Pet Oct 26 Ord Oct 26
FELLINGHAM, JAMES, Brighton, Furniture Remover Brighton Pet Oct 11 Ord Oct 27
FOSTER, GEORGE, Lancaster, Fruit Salesman Preston Pet Oct 27 Ord Oct 27
GLASS, THOMAS, Bristol, Journeyman Butcher Bristol Pet Oct 22 Ord Oct 23
GREEN, GEORGE HENRY, Ross, Herefords, Baker Hereford Pet Oct 26 Ord Oct 26
GREENALL, JOHN LINDSAY, and HAMILTON PROCTOR GREENALL, Liverpool, Jam Manufacturers Liverpool Pet Oct 11 Ord Oct 23
HOPE, THOMAS BARNES, Fulham, Builder High Court Pet Aug 22 Ord Oct 25
HUISH, FRANCIS EDWARD, Newton le Willows, Lancs, Clerk Warrington Pet Oct 23 Ord Oct 26
KING, GEORGE HENRY, Gt Grimsby, Plumber Gt Grimsby Pet Oct 25 Ord Oct 25
LENNARD, RUSSELL, Stepney, Jobmaster High Court Pet Sept 15 Ord Oct 25
LLOYD, OWEN, Blaenau Festiniog, Merioneth, Mineral Water Manufacturer Portmadoc Pet Aug 27 Ord Oct 24
MASON, HARRY IVOR, Jater Houses, nr Osmotherley, Yorks, Innkeeper Northallerton Pet Oct 24 Ord Oct 24
MAYCOCK, HENRY WILLIAM, Manor Park, Essex High Court Pet Oct 26 Ord Oct 26
MELLOR, GEORGE ARTHUR NORMAN, Leeds Upholsterer Leeds Pet Oct 24 Ord Oct 24
MELVILLE, WALTER, Wood Green, Builder Edmonton Pet Sept 27 Ord Oct 24
ONGLEY, H, jun, Dorking, Fishmonger Croydon Pet Oct 17 Ord Oct 24
OPPERMANN, GEORGE HENRICH LUDWIG, Wokingham, Cabinet Maker Reading Pet Oct 24 Ord Oct 25
OSMAN, JAMES, Arundel st High Court Pet Aug 10 Ord Oct 24
PERRY, SAMUEL WILLIAM, Penge, Surrey, Butcher Croydon Pet Oct 22 Ord Oct 23
QUEALEY, LUKE JOSEPH, Stratford, Leather Dealer High Court Pet Aug 1 Ord Oct 23
RICHARDS, JOHN, Brendon, Devon, Farmer High Court Pet Aug 3 Ord Oct 23
ROBERTS, JOHN, Aberavon, Glam, Licensed Victualler Neath Pet Oct 26 Ord Oct 26
SCOURSO, PLATO FRANCIS, Gt St Helen's, General Merchant High Court Pet July 27 Ord Oct 23
SHARP, ROBERT, Thoraaby on Tees, York, Fruiterer Stockton on Tees Pet Oct 24 Ord Oct 24
SMITH, WILLIAM, Walsall, Confectioner Walsall Pet Oct 24 Ord Oct 24
STINTON, SARAH ANN, Hereford, Boot Dealer Hereford Pet Oct 27 Ord Oct 27
TAIT, JOHN, Hulme, Manchester, Tailor Manchester Pet Oct 27 Ord Oct 27
TAYLOR, JAMES WILLIAM, Gt Grimsby, Jeweller Gt Grimsby Pet Oct 23 Ord Oct 23
THOMAS, JOHN, Manchester, Journeyman Joiner Salford Pet Oct 10 Ord Oct 27
THOMAS, WILLIAM, Failand, Somersets, Farmer Bristol Pet Oct 27 Ord Oct 27
THROSSELL, WILLIAM, Northampton, Builder Northampton Pet Oct 27 Ord Oct 27
WHITNELL, FREDERICK, East Looe, Cornwall, Credit Draper Plymouth Pet Sept 21 Ord Oct 11
WINSLADE, WALTER, North Petherton, Somersets, Baker Bridgwater Pet Oct 24 Ord Oct 26

Amended notice substituted for that published in the London Gazette of Oct 26:

WYLD, GEORGE DOWSON, Bishop Auckland, Butcher Durham Pet Oct 23 Ord Oct 23

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.